Misbranding was alleged for the reason that the statements, "Net Contents 8 Ounces" and "Net Contents 4 Ounces," appearing on the labels of the respective-sized cans, were false and misleading and deceived and misled the purchaser. 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 packages.

On January 13, 1923, the Dunbar-Dukate Co., Inc., New Orleans, La., and Biloxi, Miss., having appeared as claimant for the property and having confessed judgment, a decree of condemnation and forfeiture was entered on the ground that the product was misbranded, 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 deposit of a certified check in the sum of $870, in lieu of the bond provided for by section 10 of the act, conditioned that the said product be relabeled under the supervision and to the satisfaction of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11409. Adulteration of walnut meats. U. S. v. 10 Cases of Walnut Meats. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 17149. I. S. No. 8151–v. S. No. W–1279.)

On or about January 15, 1923, 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 the seizure and condemnation of 10 cases of walnut meats, remaining in the original unbroken packages at Denver, Colo., consigned by the Sanitary Nut Shelling Co., Los Angeles, Calif., alleging that the article had been shipped from Los Angeles, Calif., on or about December 12, 1922, and transported from the State of California into the State of Colorado, and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: "Order Sanitary Nut Shelling Co. * * * Denver, Colo. Dark Amber 50 Lbs. Net."

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a filthy and decomposed vegetable substance.

On March 26, 1923, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11410. Adulteration and misbranding of cottonseed meal and misbranding of cottonseed feed. U. S. v. Planters Oil Co., a Corporation. Pleas of nolo contendere. Fine, $150. (F. & D. Nos. 9756, 12288. I. S. Nos. 2593–p, 17776–r.)

On July 22, 1919, and December 10, 1921, respectively, the United States attorney for the Southern District of Georgia, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district informations against the Planters Oil Co., a corporation, Albany, Ga. alleging shipment by said company, in violation of the Food and Drugs Act, on or about December 14, 1917, from the State of Georgia into the State of Florida, of a quantity of cottonseed feed which was misbranded, and on or about October 16, 1918, from the State of Georgia into the State of Massachusetts, of a quantity of cottonseed meal which was adulterated and misbranded. The articles were labeled in part, respectively: "'Planco' Brand Cotton Seed Feed Manufactured by Planters Oil Co. Albany, Ga. Analysis: Protein, (6.25 times Nitrogen) 20% * * * Fibre 22% * * * Made exclusively from High Grade Cotton Seed Meal and Bolted Hull Bran;" "Danish Brand Cotton Seed Meal Guaranteed Analysis * * * Protein 36.00% * * * Crude Fibre 15.00% * * * Equivalent Nitrogen 5.75% Made from Pressed Cotton Seed."

Analysis of a sample of the cottonseed feed by the Bureau of Chemistry of this department showed that it contained 17.8 per cent of protein, 29.2 per cent of crude fiber, and at least 66.5 per cent of cottonseed hulls. Analysis of a sample of the cottonseed meal by the said bureau showed that it contained 33.75 per cent of protein, 15.50 per cent of crude fiber, and at least 33 per cent of cottonseed hulls.

Adulteration of the cottonseed meal was alleged in the information for the reason that a substance, to wit, cottonseed hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and had been substituted in part for cottonseed meal, which the said article purported to be.

Misbranding was alleged with respect to both products for the reason that the statements, to wit, "Protein * * * 20% * * * Fibre 22%" and

"Made exclusively from High Grade Cotton Seed Meal and Bolted Hull Bran," borne on the tags attached to the sacks containing the cottonseed feed, and the statements, to wit, "Cotton Seed Meal Guaranteed Analysis * * * Protein 36.00% * * * Crude Fibre 15.00% * * * Equivalent Nitrogen 5.75% Made from Pressed Cotton Seed," borne on the tags attached to the sacks containing the alleged cottonseed meal, regarding the articles and the ingredients and substances contained therein, were false and misleading in that the said statements represented that the said cottonseed feed contained not less than 20 per cent of protein and not more than 22 per cent of fiber and that it consisted exclusively of cottonseed meal and bolted hull bran, and that the alleged cottonseed meal was cottonseed meal, that it contained not less than 36 per cent of protein, not more than 15 per cent of crude fiber, not less than 5.75 per cent of equivalent nitrogen, and that it was prepared from pressed cotton seed, and for the further reason that the articles were labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said cottonseed feed contained not less than 20 per cent of protein and not more than 22 per cent of fiber and that it consisted exclusively of cottonseed meal and bolted hull bran, and that the alleged cottonseed meal was cottonseed meal, that it contained not less than 36 per cent of protein, not more than 15 per cent of crude fiber, and not less than 5.75 per cent of equivalent nitrogen, and that it was prepared from pressed cotton seed, whereas, in truth and in fact, the said articles contained less protein and more fiber than declared on the labels, and the said cottonseed feed did not consist exclusively of cottonseed meal and bolted hull bran but did consist in part of ground cottonseed hulls, and the alleged cottonseed meal was not cottonseed meal and was not prepared from pressed cotton seed but was a mixture composed of cottonseed hulls and cottonseed meal, and it did contain less than 5.75 per cent of equivalent nitrogen.

On April 9, 1923, pleas of nolo contendere to the informations were entered on behalf of the defendant company, and the court imposed fines in the aggregate amount of $150.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11411. Adulteration and misbranding of vinegar and alleged adulteration and misbranding of Cido. U. S. v. Edward H. Ransing and Paul C. Ransing (Lancaster Vinegar Co.). Plea of nolo contendere with respect to counts 3, 4, 5, and 6 involving vinegar. Fine, $100. Demurrer to counts 1 and 2 involving Cido. Demurrer sustained. (F. & D. No. 14324. I. S. Nos. 16715-r, 16717-r, 16718-r.)

On April 26, 1921, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Edward H. Ransing and Paul C. Ransing, trading as the Lancaster Vinegar Co., Lancaster, Pa., alleging shipment by said defendants, in violation of the Food and Drugs Act, on or about March 29, 1920, from the State of Pennsylvania into the State of Maryland, of quantities of vinegar which was adulterated and misbranded, and on or about April 1, 1920, from the State of Pennsylvania into the State of West Virginia, of a quantity of Cido which was alleged to have been adulterated and misbranded. The articles were labeled in part, respectively: "Color Certified Cido * * * Lancaster Vinegar Co. E. A. Ransing's Sons;" "Lancaster Vinegar Co. Lancaster, Pa. * * * Pure Apple Vinegar."

Analyses of samples of the vinegar by the Bureau of Chemistry of this department showed that it was prepared from dried apple products and was deficient in acid strength. Analysis of a sample of the Cido by said bureau showed that it was an imitation cider, colored with caramel.

Adulteration of the Cido was alleged in the information for the reason that a substance other than cider, artificially colored, had been mixed and packed therewith so as to lower, reduce, and injuriously affect its quality and strength and had been substituted in part for Cido, to wit, cider, which the said article purported to be. Adulteration was alleged for the further reason that the article was a mixture composed in part of a substance other than cider, prepared in imitation of cider, and was colored with caramel so as to simulate the appearance of cider and in a manner whereby its inferiority to cider was concealed.

Misbranding of the Cido was alleged for the reason that the statement, to wit, "Cido," borne on the barrel containing the article, regarding the said article and the ingredients and substances contained therein, was false and misleading