

Misbranding was alleged in substance for the reason that the statement appearing in the label, "Prepared Mustard," was false and misleading and for the further reason that it was offered for sale under the distinctive name of another article.

On August 19, 1924, the Greenet Packing Co., Philadelphia, Pa., having appeared as claimant, and the property having been theretofore properly relabeled, 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.

HOWARD M. GORE, *Secretary of Agriculture.*

12540. Misbranding of cottonseed meal. U. S. v. 300 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond to be relabeled. (F. & D. No. 18817. I. S. No. 2365-v. S. No. E-4881.)

On July 9, 1924, the United States attorney for the Western 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 the seizure and condemnation of 300 sacks of cottonseed meal remaining in the original unbroken packages at Buffalo, N. Y., consigned by the Frederick Cotton Oil Mfg. Co., Frederick, Okla., alleging that the article had been shipped from Frederick, Okla., June 2, 1924, and transported from the State of Oklahoma into the State of New York, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Tag) "Weight 100 Pounds Net 'Chickasha Prime' Cottonseed Cake or Meal * * * Guaranteed Analysis: Protein not less than 43 per cent."

Misbranding of the article was alleged in the libel for the reason that the statements, "100 Pounds Net," "Guaranteed Analysis: Protein not less than 43 per cent," were false and misleading and deceived and misled the purchaser, and 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 July 29, 1924, the Chickasha Cotton Oil Co., Chickasha, Okla., having appeared as claimant 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 proceeding and the execution of a bond in the sum of \$250, in conformity with section 10 of the act, conditioned in part that it be relabeled as containing 39 per cent of protein, together with the correct weight.

HOWARD M. GORE, *Secretary of Agriculture.*

12541. Misbranding of olive oil. U. S. v. Lekas & Drivas, a Corporation. Plea of guilty. Fine, \$80. (F. & D. No. 16553. I. S. Nos. 5492-t, 10772-t, 11163-t, 11164-t.)

On November 11, 1922, 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 an information against Lekas & Drivas, New York, N. Y., alleging shipment by said company, in violation of the food and drugs act as amended, from the State of New York, on or about May 14, 1921, into the State of Massachusetts, on or about May 16, 1921, into the State of Utah, and on or about July 13, 1921, into the State of Colorado, of quantities of olive oil which was misbranded. The article was labeled in part: (Can) "Net Contents $\frac{1}{2}$ Gall." (or "Net Contents $\frac{1}{4}$ Gall.") "Pure Olive Oil * * * Lekas & Drivas New York U. S. A."

Examination by the Bureau of Chemistry of this department of samples taken from each of the consignments showed that the said cans contained less than the quantities declared on the respective labels.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Net Contents $\frac{1}{2}$ Gall." and "Net Contents $\frac{1}{4}$ Gall.," borne on the respective sized cans containing the article, were false and misleading in that the said statements represented that the cans contained $\frac{1}{2}$ gallon or $\frac{1}{4}$ gallon, net, of the article, as the case might be, 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 $\frac{1}{2}$ gallon or $\frac{1}{4}$ gallon, net, of the said article, as the case might be, whereas, in truth and in fact, the said cans did not contain the amounts declared on the respective labels, but did contain less amounts. 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 August 15, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$80.

HOWARD M. GORE, *Secretary of Agriculture.*

12542. Adulteration of butter. U. S. v. 20 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond to be reworked. (F. & D. No. 18850. I. S. No. 13185-v. S. No. E-4880.)

On July 14, 1924, 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 the seizure and condemnation of 20 tubs of butter remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Wesley Farmers Creamery Co. from Wesley, Iowa, June 28, 1924, and transported from the State of Iowa into the State of New York, and charging adulteration in violation of the food and drugs act.

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

On August 8, 1924, the Farmers' Co-operative Creamery Co., claimant, having admitted the allegations of the libel and 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, in conformity with section 10 of the act, conditioned in part that the product be reworked under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*

12543. Misbranding of oysters. U. S. v. John C. Walker, Wade H. Walker, and William E. Walker (J. C. Walker & Bros.). Pleas of guilty. Fine, \$75. (F. & D. No. 17517. I. S. Nos. 5453-v, 5454-v, 5455-v.)

At the November, 1923, term of the United States District Court within and for the Eastern District of Virginia, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the district court aforesaid an information against John C. Walker, Wade H. Walker, and William E. Walker, copartners, trading as J. C. Walker & Bros., Exmore, Va., alleging shipment by said defendants, in violation of the food and drugs act as amended, in various consignments, namely, on or about December 9, December 15, and December 18, 1922, respectively, from the State of Virginia into the State of Minnesota, of quantities of oysters which were misbranded. The article was labeled in part: (Can) "Virginia Seaside Oysters Minimum Volume 1 Gallon."

Examination of the article by the Bureau of Chemistry of this department showed that the said cans measured contained from 0.93 to 0.97 gallon of oysters.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "Minimum Volume 1 Gallon," borne on the cans containing the said article, was false and misleading in that the said statement represented that each of the cans contained not less than 1 gallon of oysters and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said cans contained 1 gallon of oysters, whereas, in truth and in fact, each of the cans contained less than 1 gallon of oysters. 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 November 13, 1923, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$75.

HOWARD M. GORE, *Secretary of Agriculture.*

12544. Misbranding of Nunn's Black Oil Healing Compound. U. S. v. 12 Packages, et al., Nunn's Black Oil Healing Compound. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 16099, 16106. I. S. No. 14431-t. S. Nos. W-1063, W-1071.)

On April 13 and April 17, 1922, respectively, the United States attorney for the Northern District of California, acting upon reports by the Secretary of