

On March 5, 1925, the Quanah Cotton Oil Co., Quanah, Tex., having appeared as claimant for the property, judgment of the court was entered, finding the products mislabeled, and it was ordered by the court that the said products be released to the said claimant to be relabeled upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,200, in conformity with section 10 of the act.

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

13353. Misbranding of cottonseed cake. U. S. v. 150 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 19848. I. S. No. 23880-v. S. No. C-4670)

On or about March 4, 1925, the United States attorney for the District of Kansas, 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 150 sacks of cottonseed cake, remaining in the unbroken packages at Sharon Springs, Kans., alleging that the article had been shipped by the Independent Cotton Oil Mills, from Lawton, Okla., on or about November 16, 1924, and transported from the State of Oklahoma into the State of Kansas, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "100 Pounds Net. "Chickasha Prime" Cottonseed Cake Or Meal. Guaranteed Analysis Protein, not less than 43 per cent. Manufactured by or for Chickasha Cotton Oil Company Chickasha, Oklahoma."

Misbranding of the article was alleged in the libel for the reason that the statements "100 Pounds Net" and "Protein, not less than 43 per cent," appearing in the labeling, were false and misleading and were calculated to induce the purchaser to believe that the article contained not less than 43 per cent of protein, when, in truth and in fact, it contained a much less amount than 43 per cent of protein. 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 March 4, 1925, the Chickasha Cotton Oil Co., Chickasha, Okla., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation 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 it be relabeled to show its true contents.

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

13354. Misbranding of cottonseed cake. U. S. v. 550 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond to be relabeled. (F. & D. No. 19826. I. S. No. 23879-v. S. No. C-4654.)

On or about February 25, 1925, the United States attorney for the District of Kansas, 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 550 sacks of cottonseed cake, remaining in the unbroken packages at Sharon Springs, Kans., alleging that the article had been shipped by the Chickasha Cotton Oil Mills, from Chickasha, Okla., on or about December 29, 1924, and transported from the State of Oklahoma into the State of Kansas, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Chickasha Prime" Cottonseed Cake Or Meal * * * Guaranteed Analysis Protein, not less than 43 per cent * * * Manufactured by or for Chickasha Cotton Oil Company Chickasha, Oklahoma."

Misbranding of the article was alleged in the libel for the reason that the statement in the labeling "Protein, not less than 43 per cent" was false and misleading and calculated to induce the purchaser to believe that the said article contained not less than 43 per cent of protein, when, in truth and in fact, it contained a much less amount than 43 per cent of protein.

On March 2, 1925, the Chickasha Cotton Oil Co., Chickasha, Okla., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation 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 it be relabeled to show its true contents.

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