of the libels, judgments of condemnation were 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 bonds in the aggregate sum of $750, in conformity with section 10 of the act, conditioned in part that it be relabeled by pasting stickers conspicuously placed on the labels bearing the statement "Artificially Colored."

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

13744. Adulteration and misbranding of cottonseed meal. U. S. v. Swift & Co. Plea of nolo contendere. Fine and costs, $25. (F. & D. No. 14323. I. S. No. 17777-r.)

On April 15, 1921, the United States attorney for the Southern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Swift & Co., a corporation, trading at Augusta, Ga., alleging shipment by said company, in violation of the food and drugs act, on or about April 19, 1919, from the State of Georgia into the State of Massachusetts, of a quantity of cottonseed meal which was adulterated and misbranded.

Adulteration of the article was alleged in the libel 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 strength, and had been substituted in part for good cottonseed meal, which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Good Cotton Seed Meal" and "Guaranteed Analysis Protein (minimum) 36.00% * * * Crude Fibre (maximum) 14.00% * * * Ingredients: Made from upland cotton seed only," borne on the tags attached to the sacks containing the article, were false and misleading, in that the said statements represented that the article consisted wholly of cottonseed meal and contained not less than 36 per cent of protein and not more than 14 per cent of crude fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of cottonseed meal and contained not less than 36 per cent of protein and not more than 14 per cent of crude fiber, whereas it did not consist wholly of cottonseed meal but did consist in part of cottonseed hulls, and it contained less than 36 per cent of protein, to wit, 34.64 per cent of protein, and more than 14 per cent of crude fiber, to wit, 17.68 per cent of crude fiber. Misbranding was alleged for the further reason that the article was a mixture composed in part of cottonseed hulls prepared in imitation of good cottonseed meal, and was offered for sale and sold under the distinctive name of another article, to wit, good cottonseed meal.

On November 6, 1922, a plea of nolo contendere to the information was entered on behalf of the defendant company, and the court imposed a fine of $25, which included the costs of the proceedings.

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

13745. Adulteration and misbranding of assorted jellies. U. S. v. 50 Cases of Assorted Jellies. Products released under bond to be relabeled. (F. & D. No. 17500. I. S. Nos. 5527-v, 5528-v, 5529-v, 5530-v. S. No. C-3970.)

On May 7, 1923, the United States attorney for the District of North Dakota, 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 50 cases of jellies, remaining in the original unbroken packages at Fargo, N. D., alleging that the articles had been shipped by the Wheeler-Barnes Co., from Minneapolis, Minn., on or about July 22, 1922, and transported from the State of Minnesota into the State of North Dakota, and charging adulteration and misbranding in violation of the food and drugs act as amended. The articles were labeled in part: "Argood Brand Apple and Grape" (or "Strawberry" or "Raspberry" or "Currant") "Jelly 55% Sugar 35% Apple 10% * * * Juice Net Weight 6½ Oz."

Adulteration of the articles was alleged in the libel for the reason that pectin had been mixed and packed therewith so as to reduce, lower, and injuriously affect their quality and strength, and in that a product consisting of sugar and pectin had been substituted in part for fruit juice and sugar.

Misbranding was alleged in substance for the reason that the statements borne on the packages containing the said articles, "Argood Brand Apple and