condemnation of 14 cases of various jellies, remaining in the original unbroken packages at Portland, Oreg., alleging that the articles had been shipped by Hoffman & Greenlea, from San Francisco, Calif., on or about January 22, 1925, and transported from the State of California into the State of Oregon, and charging adulteration and misbranding in violation of the food and drugs act. The articles were labeled in part: (Jar) "Preferred Stock Brand Jelly * * * Apple Mint" (or "Strawberry" or "Raspberry" or other fruit flavors).

Adulteration of the articles was alleged in substance in the libel for the reason that substances, pectin and fruit jellies, had been mixed and packed with the assorted jellies, and pectin and fruit jellies with added tartaric acid had been mixed and packed with the remaining jellies, so as to reduce, lower, or injuriously affect their quality and strength and in that said substances had been substituted wholly or in part for normal jellies of good commercial quality.

Misbranding was alleged for the reason that the statements, "Raspberry" (or "Apple Mint," "Strawberry" or other fruit, as the case might be) "Jelly," borne on the labels, were false and misleading and deceived and misled the purchaser, and for the further reason that the articles were imitations of and offered for sale under the distinctive names of other articles.

On March 17, 1926, the Shaw Family, Inc., a California Corporation, 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 products be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of $50, conditioned in part that they not be sold or otherwise disposed of until relabeled in a manner satisfactory to this department.

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

14172. Adulteration and misbranding of jellies. U. S. v. 21 Cases of Assorted Jellies, et al. Consent decree of condemnation and forfeiture. Products released under bond. (F. & D. No. 20725. I. S. Nos. 952–x to 971–x, incl. S. No. W–1832.)

On December 18, 1925, the United States attorney for the District of Oregon, 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 60 cases of various jellies, remaining in the original unbroken packages at Portland, Oreg., alleging that the articles had been shipped by Hoffman & Greenlea, from San Francisco, Calif., on or about October 1, 1925, and transported from the State of California into the State of Oregon, and charging adulteration and misbranding in violation of the food and drugs act. The articles were labeled in part: (Jar) "Preferred Stock Brand Jelly," and were further labeled, "Currant," "Quince," "Blackberry," "Strawberry," "Loganberry," "Crabapple," "Raspberry," "Plum," "Grape," or "Apple Mint Flavor," as the case might be, and "Artificially Colored and Flavored.'

Adulteration was alleged in the libel with respect to all the jellies with the exception of the strawberry jelly for the reason that pectin and tartaric acid had been mixed and packed therewith so as to reduce, lower, or injuriously affect their quality and strength and had been substituted wholly or in part for normal jellies of good commercial quality.

Adulteration was alleged with respect to the strawberry jelly for the reason that a substance, pectin and fruit jelly, had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality and strength and had been substituted wholly or in part for normal jelly of good commercial quality.

Misbranding was alleged for the reason that the statement, "Currant," or other fruit, as the case might be, borne on the labels, was false and misleading and deceived and misled the purchaser, and for the further reason that the articles were offered for sale under the distinctive names of other articles.

On March 17, 1926, the Shaw Family, Inc., a California corporation, 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 products be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of $300, conditioned in part that they not be sold or otherwise disposed of until relabeled in a manner satisfactory to this department.

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

14173. Misbranding of butter. U. S. v. 9 Cases, et al., of Butter. Consent decrees of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 20926, 20927. I. S. Nos. 10611-x, 10660-x, 10661-x. S. Nos. W-1908, W-1909.)

On February 23, 1926, the United States attorney for the Northern District of California, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 119 cases of butter, and on March 4, 1926, an amended libel with respect to 99 cases of the product, alleging that the article had been shipped by Armour Creameries, from Pocatello, Idaho, February 13, 1926, and that it had been transported from the State of Idaho into the State of California, and charging misbranding in violation of the food and drugs act as amended. The article consisted of 1-pound prints, 2-pound prints, and cartons containing 4 quarter-pound prints of butter, labeled variously: "Woodlawn Brand," "Cloverbloom Brand," and "Supreme Fancy Creamery Butter," and bearing statements as to net weight as hereinafter set forth.

Misbranding of the article was alleged in the libels for the reason that the statements, "Net Weight One Pound," "Net Weight 2 Pounds," "1 Lb. Net Weight," "Net Weight 4 Ounces," "One Pound Net Weight," "2 Pounds Net Weight," "Two Pounds Net Weight," and "Net Weight Four Ounces," as the case might be, borne on the labels, were false and misleading and deceived and misled the purchaser, since the packages contained lesser quantities than declared, 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 packages, since the quantities stated were incorrect.

On March 19, 1926, Armour & Co. having appeared as claimant for the property and having consented to the entry of decrees, judgments of condemnation and forfeiture 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 $3,050, conditioned in part that it be made to conform with the law under the supervision of this department.

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

14174. Misbranding of cottonseed cake. U. S. v. 800 Sacks and 900 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20835. I. S. Nos. 3837-x, 3838-x. S. No. C-4947.)

On or about February 15, 1926, the United States attorney for the District of Nebraska, 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 1,700 sacks of cottonseed cake, at Scottsbluff, Nebr., alleging that the article had been shipped by the Dallas Oil & Refining Co., from Dallas, Tex., on or about January 26, 1926, and transported from the State of Texas into the State of Nebraska, and charging misbranding in violation of the food and drugs act. The article was labeled in part: (Tag) "100 Pounds Net Cotton Seed Cake Or Meal Manufactured by Dallas Oil & Refining Company, Dallas, Texas. Analysis: Protein 43 per cent."

Misbranding of the article was alleged in the libel for the reason that the statement "Analysis: Protein 43 per cent," borne on the label, was false and misleading and deceived and misled the purchaser.

On March 20, 1926, the Dallas Oil & Refining Co., Dallas, Tex., claimant, having admitted the allegations of the libel and having consented to the entry of a decree of condemnation and forfeiture, judgment was entered, finding the product misbranded, and it was ordered by the court that the said product be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of $8,000, conditioned in part that it be relabeled under the surveillance of this department by obliterating the statement "43 per cent" from the label, and making the said label read "41 per cent."

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

14175. Adulteration of shell eggs. U. S. v. Ronamie B. Brannan and Robert P. Reynolds (Brannan & Reynolds). Pleas of guilty. Fine, $50. (F. & D. No. 19734. I. S. No. 4201-x.)

On January 16, 1926, the United States attorney for the Eastern District of Oklahoma, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Ronamie B. Brannan and Robert P. Reynolds, copartners, trading as Brannan & Reynolds, Blocker, Okla., alleging shipment by said defendants, in violation