

**14186. Misbranding of nut margarine. U. S. v. 40 Boxes, et al., of Nut Margarine. Consent decree of condemnation and forfeiture. Product released upon deposit of collateral. (F. & D. No. 20967. I. S. Nos. 876-x, 877-x. S. No. W-1937.)**

On March 22, 1926, 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 240 boxes of nut margarine, at Portland, Oreg., alleging that the article had been shipped by Morris & Co., from Los Angeles, Calif., on or about March 10, 1926, and transported from the State of California into the State of Oregon, and charging misbranding in violation of the food and drugs act as amended. A portion of the article was labeled: (Carton) "Morola Nut Margarine Oleomargarine One Pound Net. Morris & Company Distributors Los Angeles, Calif." The remainder of the said article was labeled: (Carton) "Morris Supreme Marigold Nut Oleomargarine 1 Pound Net Weight."

Misbranding of the article was alleged in the libel for the reason that the statements "One Pound Net" and "1 Pound Net Weight," borne on the cartons containing the respective lots, 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 or about March 25, 1926, Morris & Co., Los Angeles, Calif., 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 product be released to the said claimant upon payment of the costs of the proceedings and the deposit of a certified check of a sufficient amount to insure compliance with the decree, said check to be returned if the product be not sold or otherwise disposed of in violation of the law until it has been reconditioned in a manner satisfactory to this department.

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

**14187. Misbranding of feeds. U. S. v. Corydon T. Schreiber and Ernest F. Schreiber. Pleas of guilty. Fine, \$10 and costs. (F. & D. No. 17423. I. S. Nos. 10426-v, 10427-v, 10428-v, 10429-v, 10432-v.)**

On November 2, 1923, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Corydon T. Schreiber and Ernest F. Schreiber, formerly copartners, trading as Schreiber Flour & Cereal Co., Kansas City, Mo., alleging shipment by said defendants, in violation of the food and drugs act as amended, on or about August 14, 1922, from the State of Missouri into the State of Kansas, of quantities of feeds which were misbranded. The articles were labeled in part variously: "Corn Chop," "Schreiber's Hen Scratch," "Butter-Fat Dairy Feed," or "Whole Ground Barley," as the case might be, and were further labeled: "100 lbs. Net When Packed \* \* \* Manufactured By Schreiber Flour & Cereal Co. Kansas City, Missouri."

Misbranding of the articles was alleged in the information for the reason that the statement "100 lbs. Net," borne on the tags attached to the sacks containing the said articles, was false and misleading, in that the said statement represented that each of the said sacks contained 100 pounds of feed, and for the further reason that they were labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the sacks contained 100 pounds of feed, whereas each of the said sacks did not contain 100 pounds of feed but did contain a less amount. Misbranding was alleged for the further reason that the articles were food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

It was alleged in the information that the product labeled "Butter-Fat Dairy Feed" was further misbranded, in that the statements, to wit, "Guaranteed Analysis Protein — Minimum — 14.00% Fat — Minimum — 4.00%," borne on the tags attached to the sacks containing the article, were false and misleading, in that they represented that the article contained not less than 14 per cent of protein and not less than 4 per cent of fat, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 14 per cent of protein and not less than 4 per cent of fat, whereas the said article contained less