

Cent Protein, Cottonseed Meal (or "Cake") Prime Quality, Manufactured by Quanah Cotton Oil Co., Quanah, Texas, Guaranteed Analysis, Crude Protein Not Less than 43 Per Cent."

It was alleged in the libel that the said sacks were misbranded and the contents thereof adulterated in that the said statements, on the labels, regarding the chemical contents of the articles, were false and misleading and were intended and calculated to deceive and did deceive the purchaser, in that products containing less than 43 per cent of protein had been substituted for 43 per cent protein cottonseed meal and cake, which the articles purported to be.

On December 30, 1927, the Quanah Cotton Oil Co., Quanah, Tex., having appeared as claimant for the property and having admitted the allegations of the libel, a decree was entered finding that the products should be relabeled to show that they contained 40½ per cent of protein, and it was ordered by the court that the said products be released to the claimant upon payment of the costs of the proceedings and the execution of a good and sufficient bond, conditioned in part that they be relabeled to show the true protein content.

W. M. JARDINE, *Secretary of Agriculture.*

15635. Adulteration and misbranding of cottonseed meal. U. S. v. 50 Sacks of Cottonseed Meal. Product ordered released under bond. (F. & D. No. 22189. I. S. No. 23070-x. S. No. 241.)

On November 21, 1927, the United States attorney for the District of New Mexico, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 50 sacks of cottonseed meal, remaining in the original packages at Tucumcari, N. Mex., alleging that the article had been shipped by the Memphis Cotton Oil Co., Memphis, Tex., on November 8, 1927, and had been transported from the State of Texas into the State of New Mexico, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "43% Protein Cottonseed Meal, Prime Quality, Manufactured by Memphis Cotton Oil Company, Memphis, Texas, Guaranteed Analysis: Crude Protein not less than 43.00 Per Cent."

It was alleged in the libel that the said sacks were misbranded and the contents thereof adulterated in that the said statements on the labels, regarding the chemical contents of the article, were false and misleading and intended and calculated to deceive, and did deceive the purchaser, in that a product containing less than 43 per cent of protein had been substituted for 43 per cent protein cottonseed meal, which the article purported to be.

On December 17, 1927, the Memphis Cotton Oil Co., Memphis, Tex., having appeared as claimant for the property and having admitted the allegations of the libel, a decree was entered finding that the product should be relabeled to show that it contained 40½ per cent of protein, 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 good and sufficient bond, conditioned in part that it be relabeled to show the true protein content.

W. M. JARDINE, *Secretary of Agriculture.*

15636. Adulteration of Brazil nuts. U. S. v. 25 Bags of Brazil Nuts. Decree of condemnation and forfeiture entered. Product released under bond. (F. & D. No. 22129. I. S. No. 20354-x. S. No. 179.)

On November 1, 1927, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 25 bags of Brazil nuts, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by Wm. A. Higgins & Co., from New York, N. Y., on or about August 20, 1927, and had been transported from the State of New York into the State of Maryland, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated, in that it consisted in part of a filthy, decomposed, and putrid vegetable substance.

On November 19, 1927, the Palmer Harvey Co., Baltimore, Md., having appeared as claimant for the property, 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 \$1,500, conditioned in part that it not be disposed of until the nuts had been separated, picked, and reconditioned.

W. M. JARDINE, *Secretary of Agriculture.*