

of Massachusetts, and charging adulteration in violation of the Food and Drugs Act.

Adulteration of the article was alleged for the reason that excessive water had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and for the further reason that a product deficient in milk fat and high in moisture had been mixed and packed with, and substituted wholly or in part for, the article, and for the further reason that a valuable constituent, to wit, butter fat, had been partially abstracted.

On November 7, 1919, the said North American Creamery Co., claimant, having filed a good and sufficient bond in conformity with section 10 of the act, it was ordered by the court that the product be delivered to said claimant upon the payment of the costs of the proceedings.

E. D. BALL, *Acting Secretary of Agriculture.*

7479. Misbranding of Prescription 1000 Internal and Prescription 1000 External. U. S. * * * v. 24 Bottles of Prescription 1000 Internal and 35 Bottles of Prescription 1000 External. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 11163, I. S. Nos. 15101-r, 15102-r. S. No. E-1686, E-1687.)

On September 5, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 24 bottles of Prescription 1000 Internal and 35 bottles of Prescription 1000 External, consigned by the Reese Chemical Co., Cleveland, Ohio, remaining unsold in the original unbroken packages at Easton, Pa., alleging that the article had been shipped on May 27, 1919, and May 22, 1919, and transported from the State of Ohio into the State of Pennsylvania, and charging misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part: (Carton) "Prescription 1000 External. * * * For Gonorrhœa and Gleet Prescription 1000 Reese Chem. Co. Injection will not produce stricture. * * * This 'Prescription 1000 Injection' can be used without the internal treatment, but for immediate and best results both internal and injection should be used. * * * Prescription 1000 Reese Chem. Co. Injection A companion to our internal treatment used in obstinate cases where immediate results are desired * * *;" (circular) "Prescription 1000 Internal The best, most up-to-date scientific preparation on the market for Gonorrhœa and Gleet * * * Prescription 1000 External A companion of Prescription 1000 Internal, and is used with it when convenient, in obstinate cases of gonorrhœa or gleet where the patient desires immediate relief. It can be used without Prescription 1000 Internal, but for best results both the Internal and External should be used * * *;" (carton) "Prescription 1000 internal * * * Prescription 1000 Reese Chem. Co. Internal Diuretic and Antiacid, Soothing to Bladder and Urethra * * *."

Analyses of samples made in the Bureau of Chemistry of this department showed that the Prescription 1000 Internal consisted essentially of a slightly alkaline emulsion of copaiba, with methyl salicylate, and that the Prescription 1000 External consisted of an aqueous solution of potassium permanganate.

Misbranding of the article was alleged in substance in the libel for the reason that the carton and circular accompanying the article contained statements, designs, and devices, regarding the curative or therapeutic effects of the article and the ingredients or substances contained therein, as set forth above, which were false and fraudulent in that the article would not produce the curative or therapeutic effects which purchasers were led to expect by the

statements, designs, and devices, and which were applied to the article with a knowledge of their falsity for the purpose of defrauding purchasers thereof.

On September 29, 1919, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

E. D. BALL, *Acting Secretary of Agriculture.*

7480. Misbranding of olive oil. U. S. * * * v. 24 Gallon Cans of Olive Oil. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 10735. I. S. No. 14205-r. S. No. E-1599.)

On July 3, 1919, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 24 1-gallon cans of olive oil, remaining unsold in the original unbroken packages at New Haven, Conn., alleging that the article had been shipped on or about May 2, 1919, by the Southern Importing Co., New York, N. Y., and transported from the State of New York into the State of Connecticut, and charging misbranding in violation of the Food and Drugs Act, as amended.

Misbranding of the article was alleged in the libel for the reason that the labels on the cans bore the words, to wit, "One Gallon Net," whereas there was an average shortage in 3 gallon cans of 10.17 per cent and in 12 other gallon cans of 10.06 per cent. Misbranding of the article was alleged for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package in terms of weight, measure, or numerical count.

On November 3, 1919, Giuseppe Battaglia, New York, N. Y., claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be delivered to said claimant upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act.

E. D. BALL, *Acting Secretary of Agriculture.*

7481. Adulteration and misbranding of olive oil (so called). U. S. * * * v. 64 9-Gallon Cans, 19 $\frac{1}{2}$ -Gallon Cans, and 36 $\frac{1}{4}$ -Gallon Cans of Olive Oil (So Called). Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 10736. I. S. Nos. 14213-r, 14214-r, 14215-r. S. No. E-1607.)

On July 3, 1919, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 64 9-gallon cans, 19 $\frac{1}{2}$ -gallon cans, and 36 $\frac{1}{4}$ -gallon cans of olive oil (so-called), remaining unsold in the original unbroken packages at Waterbury, Conn., alleging that the article had been shipped on or about May 27, 1919, by the Southern Importing Co., New York, N. Y., and transported from the State of New York into the State of Connecticut, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part, "Finest Quality Table Oil."

Adulteration of the article was alleged in the libel for the reason that there had been mixed and packed with the article contained in the 64 9-gallon cans of olive oil another oil, to wit, cottonseed oil, and that there had been mixed and packed with the product contained in the 19 $\frac{1}{2}$ -gallon cans and 36 $\frac{1}{4}$ -gallon cans other oils, to wit, cottonseed oil and soya bean oil, so as to reduce, lower,