

12878. Adulteration of canned salmon. U. S. v. 516 Cases of Canned Salmon. Consent decree of condemnation and forfeiture. Product released under bond to be reconditioned. (F. & D. No. 19014. I. S. Nos. 20292-v, 20244-v. S. No. W-1587.)

On September 24, 1924, the United States attorney for the Western District of Washington, 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 516 cases of canned salmon, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by Gorman & Co., from Frier [Drier] Bay, Alaska, September 2, 1924, and transported from the Territory of Alaska into the State of Washington, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Case) "4 Dozen One Pound Gorman Brand Alaska Pink Salmon Packed and Distributed by Gorman & Company, Seattle, U. S. A."

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a filthy, decomposed, and putrid animal substance.

On November 1, 1924, Gorman & Co., Seattle, Wash., claimant, having admitted the allegations of the libel 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 execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, conditioned in part that the bad portion be separated from the good portion under the supervision of this department, and the bad portion destroyed.

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

12879. Adulteration of mineral water. U. S. v. 9 Cases of Healing Springs Water. Default decree ordering destruction of product. (F. & D. No. 18398. I. S. No. 16526-v. S. No. E-4750.)

On February 20, 1924, the United States attorney for the Southern District of Florida, 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 9 cases of healing springs water, remaining in the original unbroken packages at Jacksonville, Fla., alleging that the article had been shipped by the Virginia Hot Springs Co., from Hot Springs, Va., on or about December 3, 1923, and transported from the State of Virginia into the State of Florida, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Bottle) "The Healing Springs "Water" Healing Springs, Bath County, Virginia. * * * Virginia Hot Springs Company, Hot Springs, Bath Co., Va."

Adulteration of the article was alleged in the libel for the reason that it consisted in whole of a filthy, decomposed, and putrid animal substance.

On September 17, 1924, no claimant having appeared for the property, judgment of the court was entered, ordering that the product be destroyed by the United States marshal.

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

12880. Misbranding of butter. U. S. v. 38 Boxes of Butter. Decree of condemnation and forfeiture. Product released under bond to be relabeled. (F. & D. No. 18933. I. S. No. 12659-v. S. No. E-4930.)

On August 29, 1924, 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 the seizure and condemnation of 38 boxes of butter, remaining in the original unbroken packages at Baltimore, Md., consigned on or about August 16, 1924, alleging that the article had been shipped by the Minnesota Cooperative Creameries Assoc., from Chicago, Ill., and transported from the State of Illinois into the State of Maryland, 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 statement "Western Maryland Dairy Butter One Pound Net Weight" was 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 September 15, 1924, the Western Maryland Dairy Co., Baltimore, Md., having appeared as claimant for the property, judgment of condemnation 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 \$2,000, in conformity with section 10 of the act, conditioned in part that it be properly labeled.

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

12881. Adulteration and misbranding of cottonseed meal. U. S. v. 150 Bags of Cottonseed Meal. Decree entered ordering product released under bond to be relabeled. (F. & D. No. 18920. I. S. No. 12718-v. S. No. E-4925.)

On August 20, 1924, 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 the seizure and condemnation of 150 bags of cottonseed meal, consigned on or about February 19, 1924, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by the Eastern Cotton Oil Co., from Edenton, N. C., and transported from the State of North Carolina into the State of Maryland, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Supreme Cotton Seed Meal * * * Manufactured by Eastern Cotton Oil Company Edenton, N. C. Guarantee Protein not less than 36.00% Equivalent to Ammonia 7.00% * * * Fibre not more than 14.00%."

Adulteration of the article was alleged in the libel for the reason that a substance low in protein (ammonia) and containing excessive fiber had been substituted wholly or in part for the said article and had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength.

Misbranding was alleged in substance for the reason that the statements "Supreme Cotton Seed Meal * * * Guarantee Protein not less than 36.00% Equivalent to Ammonia 7.00% * * * Fiber not more than 14.00%" were false and misleading and deceived and misled the purchaser, in that the said statements represented that the article contained 36 per cent of protein, equivalent to 7 per cent of ammonia, and contained not more than 14 per cent of fiber, whereas it contained less than 36 per cent of protein, less than the equivalent of 7 per cent of ammonia, and contained more than 14 per cent of fiber.

On September 10, 1924, the Eastern Cotton Oil Co., Edenton, N. C., having appeared as claimant for the property and having admitted the material allegations of the libel, judgment of the court was entered, ordering 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 \$800, in conformity with section 10 of the act, conditioned in part that it be properly labeled.

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

12882. Adulteration and misbranding of butter. U. S. v. 11 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 19184. I. S. No. 12872-v. S. No. E-5001.)

On November 5, 1924, the United States attorney for the Southern District of New York, 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 11 tubs of butter, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Madison [Fort Madison] Creamery Co., Fort Madison, Iowa, on or about October 11, 1924, and transported from the State of Iowa into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance containing excessive moisture had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength and had been substituted in whole or in part for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been in whole or in part abstracted.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article.

On November 19, 1924, the Fort Madison Creamery Co., Fort Madison, Iowa, claimant, having admitted the allegations of the libel 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 execution of a bond in the sum of \$250, in conformity with section 10 of the act, conditioned