

* * * Contents 6 Oz. Net * * * Packed By The Aspegren Fruit Co. Sodus, N. Y."

Misbranding of the article was alleged in the libel for the reason that the statement, "Contents 6 Oz. Net," borne on the labels, 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 April 27, 1925, 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.

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

13795. Misbranding and alleged adulteration of butter. U. S. v. 86 Cartons of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20342. I. S. No. 2110-x. S. No. C-4800.)

On August 1, 1925, the United States attorney for the Northern District of Ohio, 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 86 cartons, each containing 30 pounds, of butter, at Cleveland, Ohio, alleging that the article had been shipped by the Cadillac Produce Co., Cadillac, Mich., on or about July 22, 1925, and transported from the State of Michigan into the State of Ohio, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: (Carton) "Creamery Butter."

Adulteration of the article was alleged in the libel for the reason that certain substances, namely, water and salt, had been mixed therewith so as to reduce or lower or injuriously affect its quality and strength and had been substituted in part for the said article.

Misbranding was alleged for the reason that the article was an imitation of and offered for sale under the distinctive name of butter, and for the further reason that it was labeled and branded so as to deceive or mislead the customer, and the package bore statements regarding the ingredients thereof which were false and misleading.

On August 1, 1925, the Cadillac Produce Co., Cadillac, Mich., having appeared as claimant for the property and having admitted the allegations of the libel, a decree of condemnation and forfeiture was entered, adjudging the product to be misbranded, and it was ordered by the court that the said product be released to the claimant upon the execution of a bond in the sum of \$2,000, conditioned in part that it be rectified under the supervision of this department, so that its quality conform with the requirements of the law.

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

13796. Misbranding of butter. U. S. v. 27 Cases and 22 Cases of Butter. Product ordered released under bond. (F. & D. No. 20335. I. S. Nos. 3642-x, 3643-x. S. No. C-4799.)

On July 27, 1925, the United States attorney for the Southern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 49 cases of butter, at Mobile, Ala., alleging that the article had been shipped by the King Ice Cream & Creamery Co., from West Point, Miss., in two consignments, namely, on or about July 23 and 24, 1925, respectively, and transported from the State of Mississippi into the State of Alabama, and charging misbranding in violation of the food and drugs act as amended. One shipment of the article was labeled in part: (Case) "30 Lbs. Net," (carton) "Net Weight One Pound When Packed." The other shipment of the said article was labeled in part: (Case) "Net Wt. 30 Lbs. King's 'Perfection' Creamery Butter King Ice Cream & Creamery Co., West Point—Miss."

Misbranding of the article was alleged in substance in the libels for the reason that the statement "Net Weight One Pound When Packed," borne on the cartons containing a portion of the product, and the statement "Net Wt. 30 Lbs.," borne on the containers of the remainder thereof, were false and misleading and deceived the purchaser, in that the contents of the said containers was less than 1 pound or 30 pounds of the article, as the case might be. Misbranding was alleged for the further reason that the article was food in package form and the net contents thereof was not plainly and conspicuously marked on the outside of the cartons containing a portion of the product nor on the wrappers containing the remainder.