

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

On May 18, 1926, the Sunset Nut Shelling Co., San Francisco, Calif., having appeared as claimant for the property and having admitted the allegations of the libel, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal, and that the claimant pay the costs.

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

14588. Adulteration and misbranding of butter. U. S. v. 16 Tubs of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21229. I. S. No. 6380-x. S. No. E-5814.)

On July 16, 1926, 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 praying seizure and condemnation of 16 tubs of butter, remaining in the original unbroken packages at Philadelphia, Pa., consigned by the Muskingum Valley Creamery Co., Malta, O., alleging that the article had been shipped from Malta, Ohio, on or about July 13, 1926, and transported from the State of Ohio into the State of Pennsylvania, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "From The Muskingum Valley Creamery Co., McConnelsville, Ohio."

Adulteration of the article was alleged in the libel for the reason that a substance containing less than 80 per cent of butterfat had been mixed and packed therewith so as to reduce, lower and injuriously affect its quality and strength and had been substituted wholly or in part for the said article, and in that a valuable constituent of the article, butterfat, had been wholly or in part abstracted.

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

On July 23, 1926, the Crawford & Lehman Co., Inc., Philadelphia, Pa., 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, said costs to include the supervision of the reconditioning of the product by a representative of this department, and the execution of a good and sufficient bond, in conformity with section 10 of the act.

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

14589. Misbranding of evaporated apples. U. S. v. 28 Cases of Victor Brand Evaporated Apples. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20133. I. S. No. 14697-v. S. No. C-5016.)

On June 24, 1925, the United States attorney for the Middle District of Tennessee, 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 28 cases of evaporated apples, remaining in the original unbroken packages at Nashville, Tenn., alleging that the article had been shipped by the Aspegren Fruit Co., Sodus, N. Y., on or about November 25, 1924, and transported from the State of New York into the State of Tennessee, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Carton) "Net Weight 8 Ounces Victor Brand Evaporated Apples Packed By The Aspegren Fruit Co. Sodus, N. Y."

It was alleged in the libel that the article was short weight and was misbranded, in that the statement "Net Weight 8 Ounces" was false and misleading and deceived and misled the purchaser, and in 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.

On August 31, 1925, C. T. Cheek & Sons, Nashville, Tenn., 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, conditioned in part that a sufficient quantity of apples be added to each package to bring the weight up to the declared amount.

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