

uct. It was alleged in the libels that the article had been shipped by the Eagle Canning Co., on or about August 9, 1927, in interstate commerce from Fredonia, N. Y., into the State of Pennsylvania, and that having been so transported it remained in the original unbroken packages at Scranton, Pa., and that it was adulterated in violation of the food and drugs act. The article was labeled in part: (Can) "Selmore Brand Red Sour Pitted Cherries \* \* \* Packed by Eagle Canning Co., Inc., Fredonia, N. Y."

It was alleged in substance in the libels that the article consisted in whole or in part of a filthy, decomposed or putrid substance.

On February 2, 1928, the Eagle Canning Co., Inc., Fredonia, N. Y., claimant, having admitted the allegations of the libels and having consented to the entry of decrees, judgments of condemnation and forfeiture were 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 bonds totaling \$1,500, conditioned in part that the good portion be separated from the bad portion and the latter destroyed.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15724. Adulteration of black figs. U. S. v. 45 Cases of Black Figs. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 22682. I. S. No. 17962-x. S. No. 721.)**

On April 2, 1928, the United States attorney for the District of Wyoming, 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 45 cases of black figs, remaining in the original unbroken packages at Rock Springs, Wyo., alleging that the article had been shipped from the Sunland Sales Cooperative Assoc., Fresno, Calif., on or about October 7, 1927, and had been transported from the State of California into the State of Wyoming, and charging adulteration in violation of the food and drugs act. The article was labeled in part: " \* \* \* Paradise Brand Extra Choice Black Figs, Garcia & Maggini Co., San Francisco, Calif."

It was alleged in the libel that the article was adulterated in that it was composed in part of a decomposed and putrid vegetable substance and was unfit for food.

On April 30, 1928, 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.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15725. Adulteration and misbranding of olive oil. U. S. v. 14 Gallon Cans, et al, of Olive Oil. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 22505. I. S. No. 17474-x. S. No. 620.)**

On or about March 3, 1928, the United States attorney for the District of Oregon, 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 14 gallon cans and 16 half-gallon cans of olive oil, remaining in the original unbroken packages at Portland, Ore., alleging that the article had been shipped by A. Giurlani and Bros., from San Francisco, Calif., on or about October 20, 1927, and transported from the State of California into the State of Oregon, and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: "Net Contents One Gallon (or 'Net Contents One-Half Gallon') Marca Campanile Brand Virgin Olio D'Oliva Vergine Soprafinno. Distributors A. Giurlani and Brothers, San Francisco, California. Guaranty Campanile Olive Oil is guaranteed to be absolutely pure."

It was alleged in the libel that the article was adulterated in that cottonseed oil had been mixed and packed with and substituted in part for the said article.

Misbranding was alleged for the reason that the statements, "Virgin Olio d'Oliva Vergine Soprafinno," "Campanile Olive Oil is guaranteed to be absolutely pure," "Net Contents one gallon," "Net Contents one-half gallon," borne on the labels, were 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 3, 1928, 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.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15726. Adulteration and misbranding of butter. U. S. v. Pioneer Creamery Co. Plea of guilty. Fine, \$50 and costs. (F. & D. No. 18305. I. S. Nos. 2280-v, 4537-v.)**

On March 15, 1924, the United States attorney for the Southern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Pioneer Creamery Company, a corporation, Galesburg, Ill., alleging shipment by said company, in violation of the food and drugs act as amended, on or about June 28, 1923, from the State of Illinois into the State of New York, and on or about July 19, 1923, from the State of Illinois into the State of Ohio, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. The article was labeled in part: "Creamery Butter," and "One Pound Net."

Adulteration was alleged in the information, with respect to the portion of the product shipped into New York, for the reason that a product deficient in milk fat and which contained excessive moisture had been substituted for butter, which the said article purported to be.

Misbranding of the said portion was alleged for the reason that the statement, to wit, "Creamery Butter," borne on the packages containing the article, was false and misleading in that the said statement represented that the article consisted wholly of creamery butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of creamery butter, whereas it did not so consist, but did consist of a product deficient in milk fat, and which contained excessive moisture.

Misbranding of the product shipped into Ohio was alleged for the reason that the statement, to wit, "One Pound Net," borne on the packages containing the article, was false and misleading in that the said statement represented that each of said packages contained 1 pound net of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of said packages contained 1 pound net of butter, whereas each of said packages did not contain 1 pound net of the article, but did contain a less amount. Misbranding of the said portion was alleged 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 December 28, 1927, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50 and costs.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15727. Misbranding of meat scraps. U. S. v. 1200 Sacks of Meat. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 22444. I. S. Nos. 17295-x, 17291-x. S. No. 545.)**

On February 9, 1928, 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 seizure and condemnation of 1200 sacks of meat, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Van Iderstine Co., from New York, N. Y., July 31, 1927, and transported from the State of New York into the State of Washington, and charging misbranding in violation of the food and drugs act. The article was labeled in part: " \* \* \* High Protein Meat Scraps Vico for Poultry Guaranteed analysis Protein Minimum 55% \* \* \* Phos. Acid Maximum 10% Manufactured by The Van Iderstine Company, Long Island City, New York V. Seattle."

It was alleged in the libel that the article was misbranded in that the statements, "Protein Minimum 55%," and "Phos. Acid Maximum 10%," borne on the label, were false and misleading, and deceived and misled the purchaser thereof.

On February 23, 1928, The Van Iderstine Co., Long Island City, N. Y., 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