the purchaser into the belief that it was pure cider vinegar, whereas it was not, but was a product composed in part of water. Misbranding was alleged for the further reason that the article was an imitation of and was offered for sale under the distinctive name of another article, to wit, pure cider vinegar.

On November 12, 1929, the Shenandoah Apple Products Corporation, Strasburg, Va., 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 costs and the execution of a bond in the sum of $200, conditioned in part that it should not be sold or otherwise disposed of contrary to law.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16969. Misbranding of imitation pear extract and imitation tutti frutti extract. U. S. v. 1 Barrel of Imitation Pear Extract, et al. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 23870, 23871. S. Nos. 1489, 1490.)

On or about December 28, 1928, the United States attorney for the Northern District of Texas, filed in the District Court of the United States for said district libels praying seizure and condemnation of 3 barrels of imitation pear extract and 1 barrel of imitation tutti frutti extract, remaining in the original unbroken packages at Dallas, Tex., alleging that the articles had been shipped by the Interstate Drug Co., from New York, N. Y., in part on or about August 8, 1926, and in part on or about August 28, 1926, and transported from the State of New York into the State of Texas, and charging misbranding in violation of the food and drugs act.

It was alleged in the libels that the articles were misbranded in that they were labeled and branded, "Imitation tutti frutti flavoring extract," "Imitation pear flavoring extract," and "Imitation pear extract," so as to deceive and mislead the purchaser, that is to say, they were so labeled and branded as to lead the purchaser to believe that they were extracts having the flavor of pear or of tutti fruti, as the case might be, and were suitable for use in imparting said flavors to articles of food, whereas they were entirely deficient in the flavoring elements necessary to impart said flavors, and were entirely without value as flavoring extracts.

On May 6, 1929, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the products be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16970. Adulteration and misbranding of cheese. U. S. v. 17 Boxes of Cheese. Decree of condemnation entered. Product released under bond. (F. & D. No. 23559. I. S. Nos. 01320, 01321. S. No. 1806.)

On March 26, 1929, the United States attorney for the District of Minnesota, 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 17 boxes of cheese, 3 boxes of which were labeled, "Twin," and 14 boxes of which were labeled, "Twin Daisies," remaining in the original unbroken packages at Minneapolis, Minn., alleging that the article had been shipped by J. F. Steinwand, from Colby, Wis., February 27, 1929, and transported from the State of Wisconsin into the State of Minnesota, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: (Cheese) "Full Cream Cheese J. F. Steinwand, Colby, Wisconsin."

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

Misbranding was alleged for the reason that the statement "Full Cream Cheese" was false and misleading and deceived and misled the purchaser.

On April 16, 1929, the Gamble-Robinson Co., Minneapolis, Minn., 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 costs and the execution of a bond in the sum of $1,000, conditioned in part that it should not be sold or disposed of except to a grinder of cheese, to be ground under the supervision of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*