

Misbranding was alleged for the reason that the statements, "Frozen Eggs * * * Whole Eggs," borne on the can label, were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article.

On January 29, 1931, the Land O'Lakes Creameries (Inc.), Minneapolis, Minn., 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 costs and the execution of a bond in the sum of \$3,500, conditioned in part that it should not be sold or disposed of until sorted, the unfit portion removed therefrom, and the article made to conform to the requirements of the Federal food and drugs act.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18021. Adulteration of canned frozen eggs. U. S. v. 533 Cans of Frozen Eggs. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 25739. I. S. No. 9167. S. No. 3966.)

Samples of canned frozen eggs from the shipment herein described having been found to be decomposed, the Secretary of Agriculture reported the matter to the United States attorney for the District of Maryland.

On January 15, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 533 cans of frozen eggs, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by Swift & Co., from Fort Worth, Tex., on or about May 5, 1930, and had been transported from the State of Texas into the State of Maryland, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Can) "American Albumen Corporation Frozen Eggs, Mixed Eggs, Whole Eggs * * * New York, Dallas."

It was alleged in the libel that the article was adulterated in that it consisted in part of a decomposed animal substance.

On February 26, 1931, Swift & Co., Fort Worth, Tex., 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 costs and the execution of a bond in the sum of \$4,000, conditioned in part that it should not be sold or disposed of until sorted, the unfit portion removed, and the fit portion inspected and approved by a representative of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18022. Misbranding of milk and honey graham crackers. U. S. v. 10 Dozen 1-Pound Packages, et al., of Milk and Honey Graham Crackers. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 25744. I. S. No. 12090. S. No. 3952.)

Sample packages of crackers from the herein-described shipment having been found to be short weight, the Secretary of Agriculture reported the matter to the United States attorney for the District of Colorado.

On January 20, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 10 dozen 1-pound packages and 24 dozen 2-pound packages of milk and honey graham crackers, remaining in the original unbroken packages at Denver, Colo., consigned by the Loose Wiles Biscuit Co., Kansas City, Mo., alleging that the article had been shipped from Kansas City, Mo., on or about November 25, 1930, and transported from the State of Missouri into the State of Colorado, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Retail package) "Sunshine Milk and Honey Graham Crackers. Net Weight 1 lb. [or "2 lbs.]" * * * The Loose Wiles Biscuit Company."

Misbranding of the article was alleged in the libel for the reason that the statements on the labels, "Net Weight 1 lb.," and "Net Weight 2 lbs.," as the case might be, were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was food in package form and failed to bear plain and conspicuous statements of the quantity of the contents.