the article was in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the statement made was incorrect.

On January 12, 1933, 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. G. TUGWELL, *Acting Secretary of Agriculture.*

20628. Adulteration of canned salmon. U. S. v. 199 Cases, et al., of Canned Salmon. Consent decrees of condemnation and forfeiture. Product released under bond for separation and destruction of decomposed portion. (F. & D. nos. 29132, 29180, 29249. Sample nos. 27322-A, 27324-A, 27374-A.)

These actions involved interstate shipments of canned salmon, samples of which were found to be decomposed.

On October 28, November 2, and November 7, 1932, the United States attorney for the Western District of New York, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid libels praying seizure and condemnation of 1,116 cases of canned salmon, remaining in the original unbroken packages, in part at Rochester, N. Y., and in part at Buffalo, N. Y., alleging that the article had been shipped in interstate commerce, on or about August 10 and August 25, 1932, by McGovern & McGovern, from Seattle, Wash., into the State of New York, and charging adulteration in violation of the Food and Drugs Act. A portion of the article was labeled in part: "Storm Brand Red Alaska Salmon * * * Distributed by McGovern & McGovern, Seattle." The remainder was labeled in part: "Warrior Brand * * * Alaska Red Salmon."

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

On December 19, 1932, the Bristol Bay Packing Co., San Francisco, Calif., 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 costs and the execution of bonds totaling $7,500, conditioned that the unfit portion be separated from all lots and destroyed or denatured under the supervision of this Department.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

20629. Misbranding of canned sauerkraut and canned lima beans. U. S. v. 26 Cases and 6 Cases of Canned Sauerkraut; and 10 Cases of Canned Lima Beans. Consent decrees of condemnation and forfeiture. Products released under bond to be relabeled. (F. & D. nos. 28775, 28776. 28777. Sample nos. 2160-A, 2161-A, 2167-A.)

These actions involved interstate shipments of two lots of canned sauerkraut, and one lot of canned lima beans. Sample cans taken from each of the lots were found to contain less than the declared weights.

On August 30, 1932, the United States attorney for the District of Wyoming, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid libels praying seizure and condemnation of 26 cases of canned sauerkraut at Casper, Wyo., and 6 cases of canned sauerkraut and 10 cases of canned lima beans at Cheyenne, Wyo., consigned by the McCord Brady Co., in part from Kearney, Nebr., and in part from Omaha, Nebr. It was alleged in the libels that the articles had been shipped in interstate commerce between the dates of August 28, 1931 and July 5, 1932, from the State of Nebraska into the State of Wyoming; that they remained in the original unbroken packages, and that they were misbranded in violation of the Food and Drugs Act as amended. The articles were labeled in part: "J. M. Brand Sauerkraut Contents 1 Lb. 1 Oz."; "M. B. Lima Beans Contents 1 Lb."

Misbranding of the article was alleged for the reason that the statements, "1 Lb. 1 Oz." and "1 Lb.", were false and misleading and deceived and misled the purchaser, since the cans contained less than the amounts stated. Misbranding was alleged for the further reason that the articles were foods in package form and the quantity of the contents was not plainly and correctly stated on the labels, since the statements made were incorrect.

On October 17, 1932, Brown Bros. Brokerage Co., a Colorado corporation, claimant, having admitted the allegations of the libels and having consented to