

The article was labeled variously: "Wisconsin State Brand * * * Brookfield"; "Wisconsin Factory * * * Brookfield Brand, State Brand"; "Wisconsin Factory * * * State Brand"; or "Brookfield Brand, Wisconsin Factory * * * Wisconsin State Brand"; and was invoiced as "Longhorn Cheese."

It was alleged in the libel that the article was adulterated in that a substance deficient in fact had been substituted for cheese, which the article purported to be.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article, since it was invoiced as "Longhorn Cheese."

On February 8, 1933, Swift & Co., Chicago, Ill., 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 to be manufactured into pasteurized process cheese, upon payment of costs and the execution of a bond in the sum of \$500, conditioned that it should not be disposed of in violation of the law.

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

20677. Adulteration of butter. U. S. v. 95 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released under bond.
(F. & D. no. 29743. Sample nos. 31033-A, 31035-A).

This action involved the interstate shipment of a quantity of butter, samples of which were found to contain less than 80 percent by weight of milk fat, the standard for butter prescribed by Congress.

On December 19, 1932, 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 the district aforesaid a libel praying seizure and condemnation of 95 cubes of butter, remaining in the original unbroken packages at Seattle, Wash., consigned by Armour Creameries, alleging that the article had been shipped in interstate commerce on or about November 26, 1932, from Pocatello, Idaho, to Seattle, Wash., and charging adulteration in violation of the Food and Drugs Act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent of milk fat as provided by the act of March 4, 1923.

On January 6, 1933, Armour & Co., 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 claimant to be reworked, under the supervision of this Department, upon payment of costs and the execution of a bond in the sum of \$750, conditioned that it should not be disposed of in violation of the law.

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

20678. Adulteration of butter. U. S. v. 320 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released under bond.
(F. & D. no. 29733. Sample no. 27861-A.)

This case involved an interstate shipment of butter, samples of which were found to contain less than 80 percent by weight of milk fat, the standard for butter prescribed by Congress.

On December 21, 1932, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States a libel praying seizure and condemnation of 320 cubes of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped in interstate commerce on or about December 1, 1932, by the Farmers Union Cooperative Creamery Co., from Fremont, Nebr., to San Francisco, Calif., and charging adulteration in violation of the Food and Drugs Act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 percent of butterfat had been substituted for the article.

On December 31, 1932, the Farmers United Cooperative Creamery 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 claimant upon payment of costs and the execution of a bond in the sum

of \$5,000, conditioned in part that it should not be sold or otherwise disposed of contrary to the provisions of the Federal Food and Drugs Act and all other laws.

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

20679. Misbranding of canned peas. U. S. v. 50 Cases and 900 Cases of Canned Peas. Decrees of condemnation and forfeiture. Product released under bond to be relabeled. (F. & D. nos. 29717, 29751. Sample nos. 33471-A, 33472-A.)

These actions involved shipments of canned peas that fell below the standard established by this Department, because of an excessive amount of hard peas and excessive cloudiness of liquor, and that were not labeled to show that they were substandard.

On January 5, 1933, and January 16, 1933, the United States attorney for the Eastern District of Pennsylvania, 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 950 cases of canned peas remaining in the original unbroken packages at Philadelphia, Pa., alleging that the article had been shipped in interstate commerce on or about July 12 and October 14, 1932, by the G. L. Webster Canning Co., from Cheriton, Va., to Philadelphia, Pa., and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Webster's Cheriton Brand [or "Blue Dot Brand"] * * * Early June Peas Packed by G. L. Webster Canning Co., Cheriton, Va."

It was alleged in the libels that the articles were misbranded in that they were canned food and fell below the standard of quality and condition promulgated by the Secretary of Agriculture for such canned foods, and their packages or labels failed to bear a plain and conspicuous statement prescribed by the Secretary, indicating that they fell below such standard.

On January 27, 1933, the G. L. Webster Canning Co., Cheriton, Va., having appeared as claimant for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the products be released to the said claimant to be relabeled under the supervision of this Department, upon payment of costs and the execution of bonds totaling \$950, conditioned that they should not be sold or otherwise disposed of contrary to law.

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

20680. Adulteration of celery. U. S. v. 73 Half Crates and 88 Standard Crates of Celery. Consent decree of condemnation and forfeiture. Product released under bond for segregation and destruction of unfit portion. (F. & D. no. 29708. Sample no. 30684-A.)

This case involved a shipment of celery, samples of which were found to bear arsenic in an amount that might have rendered the article injurious to health.

On December 31, 1932, 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 the district aforesaid a libel praying seizure and condemnation of 73 half crates and 88 standard crates of celery, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped in interstate commerce on or about December 19, 1932, by Frank Naruto & Co., Chula Vista, Calif., to Seattle, Wash., and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: "Fancy Chula Vista Celery Taste-rite Brand Frank Naruto & Co., Ltd."

It was alleged in the libel that the article was adulterated in that it contained an added poisonous or deleterious ingredient, arsenic, which might have rendered the article harmful to health.

On January 4, 1933, the Pacific Fruit & Produce Co., Seattle, Wash., 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 claimant upon payment of costs and the execution of a bond in the sum of \$700, conditioned in part that the portions which, upon examination, were found to be harmful to health be segregated and destroyed.

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