

Adulteration of the article was alleged in substance for the reason that the statement "A Compound of Borated Goldenseal" was borne on the bottles and cartons, whereas said article contained no borated goldenseal, and its strength and purity fell below the professed standard and quality under which it was sold.

Misbranding of the article was alleged in the libel for the reason that the labels on the cartons, containers, and bottles, and in the circulars represented that the article was a compound of borated goldenseal, which said labels and statements were false and fraudulent in that the article contained no goldenseal.

On June 24, 1919, 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.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**7314. Adulteration and misbranding of butter. U. S. \* \* \* v. 54 Cases of Cloverbloom Creamery Butter. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 10324. I. S. No. 15673-r. S. No. E-1450.)**

On May 19, 1919, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Supreme Court of said District, holding a District Court, a libel for the seizure and condemnation of 54 cases, each containing 50 1-pound cartons of an article having the color and other appearance of butter, remaining unsold in the original unbroken packages at Washington, D. C., alleging that the article had been shipped on or about May 4, 1919, by Armour & Co., Chicago, Ill., and transported from the State of Illinois into the District of Columbia, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Highest Grade Cloverbloom Creamery Butter Armour and Company distributors."

Adulteration of the article was alleged in the libel for the reason that an excessive amount of water had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength, and for the further reason that a substance deficient in milk fat and high in moisture had been substituted wholly or in part for the article, and for the further reason that a valuable constituent thereof, to wit, butter fat, had been in part abstracted therefrom.

Misbranding of the article was alleged for the reason that the statement in the label, "Highest Grade Cloverbloom Creamery Butter," was false and misleading and deceived and misled the purchaser into the belief that it was creamery butter, whereas, in truth and in fact, it was not, but was a butter containing an excessive amount of water, and for the further reason that it was an imitation of, and was offered for sale under the distinctive name of, another article, to wit, creamery butter, whereas, in truth and in fact, it was not.

On June 10, 1919, the Hanford Produce Co., Sioux City, Iowa, claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to said claimant for rechurning upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$2,000, in conformity with section 10 of the act.

C. F. MARVIN, *Acting Secretary of Agriculture.*