

drugs act. The article was labeled in part: "Snider's Puree of Tomato \* \* \* The T. A. Snider Preserve Co. Chicago, U. S. A."

Adulteration of the article was alleged in the libel for the reason that it consisted in part of a filthy, decomposed, and putrid vegetable substance.

On March 6, 1925, 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. W. DUNLAP, *Acting Secretary of Agriculture.*

**13133. Adulteration of butter. U. S. v. 9 Tubs and 7 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond to be reprocessed.** (F. & D. Nos. 19866, 19867. I. S. Nos. 19170-v, 23976-v. S. Nos. C-4651, C-4658.)

On February 13 and 17, 1925, respectively, the United States attorney for the Northern District of Illinois acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 16 tubs of butter, remaining in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Community Creamery, from Riley, Kans., in part February 2 and in part February 6, 1925, and transported from the State of Kansas into the State of Illinois, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libels for the reason that excessive water had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength, for the further reason that a substance deficient in milk fat and high in moisture had been substituted wholly or in part for the said article, for the further reason that a valuable constituent of the article, to wit, butterfat, had been in part abstracted therefrom, and for the further reason that it contained less than 80 per cent of butterfat.

On February 20, 1925, the cases having been consolidated into one action, and Gallagher Bros., Chicago, Ill., claimant, having admitted the allegations of the libels and 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 the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, conditioned in part that it be reprocessed under the supervision of this department so as to remove the excess water and bring the butterfat content up to not less than 80 per cent.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13134. Misbranding of coffee. U. S. v. 5 Cases, et al., of Coffee. Consent decrees of condemnation and forfeiture. Product released under bond.** (F. & D. Nos. 19807, 19817, 19849. I. S. Nos. 20512-v, 20513-v, 20514-v, 20516-v, 20531-v, 20532-v. S. Nos. W-1643, W-1647, W-1682.)

On February 18 and March 2, 1925, respectively, the United States attorney for the Western District of Washington, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 33 cases, each containing a number of cans, of coffee, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by J. A. Folger & Co., from San Francisco, Calif., between the dates of February 9 and February 26, 1925, and transported from the State of California into the State of Washington, and charging misbranding in violation of the food and drugs act as amended. A portion of the article was labeled: (Can) "Folger's Golden Gate Coffee 2½ Lbs. Net Weight" (or "2 Lbs. Net Weight") "J. A. Folger & Co." The remainder of the said article was labeled: (Can) "Shasta Steel Cut Coffee 5 Lbs. Net Weight" (or "1 Lb. Net Weight") "J. A. Folger & Co."

Misbranding of the article was alleged in the libel for the reason that the statements "2½ Lbs. Net Weight," "5 Lbs. Net Weight," "1 Lb. Net Weight," and "2 Lbs. Net Weight," as the case might be, borne on the respective-sized cans containing the said article, were false and misleading and deceived and misled the purchaser, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On or about March 4, 1925, J. A. Folger & 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 en-