

13863. Adulteration of butter. U. S. v. 6 Tubs of Butter. Decree of condemnation entered. Product released on deposit of collateral. (F. & D. No. 20300. I. S. No. 22416-v. S. No. E-5370.)

On July 6, 1925, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 6 tubs of butter, remaining in the original unbroken packages at Boston, Mass., consigned June 22, 1925, alleging that the article had been shipped by the Willow Lake Creamery, Willow Lake, S. Dak., and transported from the State of South Dakota into the State of Massachusetts, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance deficient in butterfat had been mixed and packed with and substituted wholly or in part for the said article, and for the further reason that a valuable constituent of the article, to wit, butterfat, had been wholly or in part abstracted.

On July 29, 1925, Chase Bros. (Willow Lake Creamery), Willow Lake, S. Dak., having entered an appearance as claimant for the property and having deposited collateral in the sum of \$350, in lieu of bond, to insure compliance with the terms of the decree, judgment of condemnation was entered, and it was ordered by the court that the product might be released to said claimant upon payment of the costs of the proceedings.

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

13864. Adulteration of oranges. U. S. v. 462 Boxes of Oranges. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20199. I. S. No. 14660-v. S. No. C-4752.)

On June 18, 1925, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 462 boxes of oranges, remaining in the original unbroken packages at Harvey, Ill., alleging that the article had been shipped by the Angeles Brokerage Co., from San Gabriel, Calif., June 5, 1925, into the State of Tennessee, and that it had been reconsigned from Memphis, Tenn., and was en route for export into Canada, and charging adulteration in violation of the food and drugs act.

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

On July 1, 1925, H. D. Bohner, 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 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 the sound portion be used in the manufacture of orange products such as orange juice under the supervision of this department.

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

13865. Misbranding of cottonseed cake. U. S. v. 280 Sacks of Cottonseed Cake. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 18449. I. S. No. 11940-v. S. No. W-1490.)

On March 6, 1924, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 280 sacks of cottonseed cake, remaining in the original unbroken packages at La Junta, Colo., consigned by the International Vegetable Oil Co., Dallas, Tex., alleging that the article had been shipped from Dallas, Tex., on or about January 25, 1924, and transported from the State of Texas into the State of Colorado, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Cottonseed Cake or Meal Manufactured by the International Vegetable Oil Co., Dallas, Texas Guaranteed Analysis: Protein, Not less than 43.00% Ammonia, Not less than 8.37% Fat, Not less than 6.00% Fibre, Not more than 12.00%."

Misbranding of the article was alleged in the libel for the reason that the statement "Guaranteed Analysis: Protein, Not less than 43.00% Ammonia, Not less than 8.37% Fat, Not less than 6.00% Fibre, Not more than 12.00%," borne on the labels, was false and misleading and deceived and misled the purchaser.