

**14178. Adulteration of tomato puree. U. S. v. 25½ Cases of Tomato Puree. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 20834. I. S. No. 5468-x. S. No. E-5627.)**

On February 9, 1926, 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 25½ cases of tomato puree, remaining in the original unbroken packages at Fall River, Mass., alleging that the article had been shipped by the Keough Canning Co., Glassboro, N. J., and transported from the State of New Jersey 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 it consisted in part of a filthy, decomposed, or putrid vegetable substance.

On March 17, 1926, 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.*

**14179. Adulteration of butter. U. S. v. 30 Tubs of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20984. I. S. No. 6220-x. S. No. E-5682.)**

On March 15, 1926, the United States attorney for the Eastern District of Pennsylvania, 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 30 tubs of butter, remaining in the original unbroken packages at Philadelphia, Pa., alleging that the article had been shipped from Elsdon, Ill., by the Farmers Union Cooperative Creamery, Kansas City, Mo., on or about March 8, 1926, and transported from the State of Illinois into the State of Pennsylvania, 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 containing less than 80 per cent of butterfat had been substituted wholly or in part for the said article and had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength.

It was further alleged in the libel that a valuable constituent of the article, butterfat, had been wholly or in part abstracted therefrom.

On March 31, 1926, the Farmers Union Cooperative Creamery having appeared as claimant for the property, judgment of condemnation and forfeiture was entered with respect to 13 tubs of the product, and it was ordered by the court that the said 13 tubs of butter be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$600, the terms of said bond providing that the product not be sold until reconditioned under the supervision of this department, nor otherwise disposed of contrary to law.

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

**14180. Misbranding of butter. U. S. v. 2 Cases of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21012. I. S. No. 10519-x. S. No. W-1947.)**

On March 26, 1926, 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 said district a libel praying seizure and condemnation of 2 cases of butter, remaining in the original unbroken packages at Seattle, Wash., in possession of a common carrier, alleging that the article had been prepared for shipment by the Mutual Creamery Co., Seattle, Wash., and was to have been shipped in interstate commerce to the Territory of Alaska, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Carton) "Maid O'Clover Butter One Pound Net When Packed Guaranteed by Mutual Creamery Co., Manufacturers and Distributors, U. S. A."

Misbranding of the article was alleged in the libel for the 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 package.

On April 2, 1926, the Mutual Creamery Co., Seattle, Wash., claimant, having admitted the allegations of the libel and having paid the costs of the proceedings, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant to be relabeled under