

On December 17, 1930, 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.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17878. Adulteration of chestnuts. U. S. v. 150 Barrels of Chestnuts. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 25482. I. S. No. 1964. S. No. 3755.)

A large part of the chestnuts from the herein-described shipment having been found to be moldy and wormy, the Secretary of Agriculture reported the matter to the United States attorney for the Northern District of California.

On December 11, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 150 barrels of chestnuts, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by Schroeder Bros. (Inc.), from New York, N. Y., on or about November 25, 1930, and transported from the State of New York into the State of California, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that it consisted in part of a filthy and decomposed and putrid vegetable substance.

On December 27, 1930, 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.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17879. Adulteration of butter. U. S. v. Howard Z. Johnson (South Shore Creamery Co.). Plea of guilty. Fine, \$25. (F. & D. No. 25682. I. S. No. 03704.)

Samples of butter from the herein-described shipment having been found to contain less than the legal requirement of milk fat, namely, less than 80 per cent of milk fat, the Secretary of Agriculture reported the matter to the United States attorney for the District of South Dakota.

On November 22, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid an information against Howard Z. Johnson, trading as the South Shore Creamery Co., Summit, S. Dak., alleging shipment by said defendant, in violation of the food and drugs act, on or about June 21, 1929, from the State of South Dakota into the State of New York, of a quantity of butter which was adulterated.

It was alleged in the information that the article was adulterated in that a product which contained less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of Congress of March 4, 1923, which the said article purported to be.

On December 10, 1930, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17880. Adulteration of canned pimientos. U. S. v. 25 Cases of Canned Pimientos. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 25349. I. S. No. 4678. S. No. 3620.)

Samples of canned pimientos from the herein-described shipment having been found to be underprocessed and to contain pimientos in an advanced stage of decomposition, the Secretary of Agriculture reported the matter to the United States attorney for the Southern District of New York.

On November 20, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 25 cases of canned pimientos at New York, N. Y., alleging that the article had been shipped by the Pomona Products Co., Griffin, Ga., on or about September 18, 1930, and transported from the State of Georgia into the State of New York, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Jar) "Sunshine Brand Pimientos * * * First Quality Pomona Products Co., Griffin, Ga."

It was alleged in the libel that the article was adulterated in that it consisted in whole or in part of a filthy, decomposed, or putrid vegetable substance, to wit, the product was badly underprocessed and contained pimientos in an advanced stage of decomposition.

On December 16, 1930, 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.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17881. Adulteration of dried dates. U. S. v. 27 Cases of Dried Dates, Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 25352. I. S. No. 11376. S. No. 3619.)

Samples of dates from the herein-described shipment having been found to be weevil-infested, the Secretary of Agriculture reported the matter to the United States attorney for the District of Colorado.

On November 22, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 27 cases, each containing seventy-two 8-ounce packages of dried dates, remaining in the original unbroken packages at Denver, Colo., consigned by the Acme Fruit Packing Co., New York, N. Y., alleging that the article had been shipped from New York, N. Y., on or about October 18, 1930, and transported from the State of New York into the State of Colorado, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Package) "Cavaller Brand Superior Quality * * * Acme Fruit Packing Co., Inc., N. Y."

It was alleged in the libel that the article was adulterated in that it consisted in whole or in part of a filthy, decomposed, and putrid vegetable substance.

On January 31, 1931, 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.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17882. Adulteration and misbranding of frozen whole eggs and frozen egg yolks. U. S. v. 137 Cans of Frozen Eggs (Whole Eggs), et al. Product released under bond to be relabeled. (F. & D. Nos. 25512, 25513. I. S. Nos. 15503, 15504, 15507, 15508, 15509. S. Nos. 3791, 3797.)

Samples of frozen whole eggs and egg yolks from the herein-described shipments having been found to contain added sugar, the Secretary of Agriculture reported the matter to the United States attorney for the District of New Jersey.

On December 20, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid libels praying seizure and condemnation of 412 cans of frozen whole eggs, and 126 cans of frozen egg yolks, remaining in the original unbroken packages in part at Newark, N. J., and in part at Jersey City, N. J., alleging that the article had been shipped by the Land O' Lakes Creameries (Inc.), a portion from Minnesota Transfer, Minn., on or about June 2, and September 27, 1930, and a portion from Buffalo, N. Y., on or about June 13, 1930, and had been transported from the States of Minnesota and New York into the State of New Jersey, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Land O'Lakes Frozen Eggs. Land O'Lakes Creameries, Inc., Minneapolis, Minn. * * * Guaranteed to comply with All Pure Food Laws. * * * Whole Eggs [or "Yolks"]."

It was alleged in the libels that the article was adulterated in that a substance, sugar, had been mixed and packed with it so as to reduce, lower, or injuriously affect its quality or strength, and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the following statements appearing on the label, "Frozen Eggs * * * These Eggs * * * Guaranteed to Comply with all Pure Food Laws," "Whole Eggs," and "Yolks," were false and misleading and deceived and misled the purchaser, when applied to an article containing added sugar. Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article.

On January 27, 1931, the Land O'Lakes Creameries (Inc.), Minneapolis, Minn., claimant, having admitted the allegations of the libels and having consented that decrees of condemnation and forfeiture might be entered, judgments were entered ordering that the product be released to the said claimant upon payment of costs and the execution of bonds totaling \$3,800, conditioned