

the entry of decrees, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the products be released to the said claimant upon payment of costs and the execution of bonds totaling \$300, conditioned that they be relabeled to show the correct weights.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

**20630. Adulteration and misbranding of tomato catsup. U. S. v. Greenbaum Bros., Inc. Plea of guilty. Fine, \$400.** (F. & D. no. 28169. I. S. nos. 42112, 42613, 42614, 43844, 49385, 49386.)

The adulteration charged in this case was based on a finding of excessive mold in samples taken from all lots. The misbranding charges were based on short weight found in two of the brands; the statements appearing on the labels of the said brands that the article was made of carefully selected stock; and the statement on the labels of all lots, with one exception, that the article complied with the pure food laws.

On December 22, 1932, the United States attorney for the District of Delaware, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid an information against Greenbaum Bros., Inc., a corporation, Seaford, Del., alleging shipment by said company in violation of the Food and Drugs Act as amended, between the dates of September 26, 1931 and February 19, 1932, from the State of Delaware into the States of Maryland, New Jersey, and New York, of quantities of tomato catsup that was adulterated; and which, with the exception of one lot, was also misbranded. One shipment of the article was contained in cans labeled in part: "Ribbon Brand Guaranteed Pure and to Comply with all U. S. Food Laws Tomato Catsup Distributed by Frey & Son, Inc., Baltimore, Md." The labels of the bottles and cans in one shipment bore the statements, "Ideal Tomato Catsup, Wilkinson, Caddis & Co., Distributors, Newark, New Jersey"; the bottle labels bearing the further statement, "Guaranteed to comply with the Pure Food Laws." Two of the lots described as Tulip Brand or Ward Fancy bore on the labels, "Tomato Catsup, Distributed by Weidman, Ward & Co., Inc., Albany, N. Y. Guaranteed Pure and to comply with all U. S. Food Laws. Made from carefully selected whole tomatoes"; the Tulip brand being further labeled, "Contents 14 Ounces"; and the Ward Fancy labels bearing the statement "Contents 14 Oz."

It was alleged in the information that the article was adulterated in that it consisted in part of a decomposed vegetable substance.

Misbranding was alleged with respect to all lots, with one exception, for the reason that the statements borne on the labels, "Guaranteed Pure And To Comply With All U. S. Food Laws", or "Guaranteed to Comply with The Pure Food Laws", were false and misleading and deceived and misled the purchaser, since the article did not comply with the Federal Food and Drugs Act. Misbranding was alleged with respect to the Tulip and Ward Fancy brands for the further reason that the statements on the labels, "Contents 14 Ounces [or "14 Oz.]" Made from Carefully Selected Whole Tomatoes \* \* \* Fancy Tomato Catsup", were false and misleading and deceived and misled the purchaser, since certain of the bottles in each of the said brands contained less than 14 ounces, and the article was not made from carefully selected whole tomatoes. Misbranding of the said Tulip and Ward Fancy brands was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages, since the statement made on the labels was incorrect.

On January 25, 1933, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$400.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

**20631. Adulteration of canned frozen eggs, and adulteration and misbranding of butter. U. S. v. Swift & Co. Plea of guilty. Fine, \$150.** (F. & D. no. 29344. I. S. nos. 50623, 53331, 53336.)

This case was based on an interstate shipment of a product represented to be canned whole mixed eggs, which was found to contain excessive whites; and of a shipment of butter which was found to contain less than 80 percent by weight of milk fat, the standard for butter prescribed by Congress.

On December 28, 1932, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States an information against Swift & Co., trading at Omaha, Nebr., alleging shipment by said company in violation of the Food