

Spread at Jersey City, N. J., alleging that the article had been shipped in interstate commerce, on or about November 28, 1935, by Borden Sales Co., Inc., from Antwerp, N. Y., into the State of New Jersey and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Glass) "Borden's Roquefort Spread Pasteurized Process Cheese 5 Oz. Net"; (lid of glass) "5 Ozs. Net \* \* \* The Borden Sales Company, Inc. New York-Chicago-San Francisco Distributors."

Misbranding of the product was charged (a) under the allegations that the label on the glass and on the lid bore the statement, to wit, "5 Oz. Net"; that the said statement was false and misleading and tended to deceive and mislead the purchaser when applied to a product containing less than 5 ounces; (b) under the allegations that the product was in package form and that the packages bore a statement regarding the quantity of its contents that was incorrect, and that the label failed to bear a plain and conspicuous statement of the quantity of its contents.

On February 7, 1936, no claimant having appeared, a default decree of condemnation, forfeiture, and destruction was entered.

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

**25744. Adulteration and misbranding of dates. U. S. v. 448 Cases of Dates. Default decree of condemnation, forfeiture, and destruction. (F. & D. no. 36867. Sample no. 41310-B.)**

This article was worm-infested and its packages were without a declaration of the quantity of the contents.

On December 23, 1935, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of a quantity of dates at St. Paul, Minn., alleging that the article had been shipped in interstate commerce, on or about December 4, 1935, by the National Importing Co., from New York, N. Y., to St. Paul, Minn., and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Case) "Yam Nal Repack Sairs Finest Selected Dates Produce of Rasrah Iraq Fresh Sound and Clean Net Weight Lbs."

Adulteration of the article was charged under the allegation that it consisted in whole or in part of a filthy vegetable substance.

Misbranding of the article was charged under the allegation that it was in package form and that its packages failed to bear a plain and conspicuous statement of the quantity of their contents.

On April 4, 1936, no claimant having appeared, a default decree of condemnation, forfeiture, and destruction was entered.

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

**25745. Misbranding of apple butter. U. S. v. 60 Cases of Apple Butter. Consent decree of condemnation and forfeiture, providing for delivery of the product to the claimant for relabeling upon furnishing of bond. (F. & D. no. 36870. Sample no. 39346-B.)**

The label on the packages of this article bore an incorrect statement regarding the quantity of the contents of the packages.

On December 24, 1935, the United States attorney for the Eastern District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of a quantity of apple butter at Detroit, Mich., alleging that the article had been shipped in interstate commerce, on or about October 9, 1935, by Libby, McNeill & Libby Co., Chicago, Ill., therefrom to Detroit, Mich., and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Jar) "Libby's Apple Butter Caramelized Sugar Added Net Weight One Lb. Ten Oz."

Misbranding of the article was charged (a) under the allegations that the label bore the statement, to wit, "Net Weight One Pound Ten Oz.," and that the said statement was false and misleading and tended to deceive and mislead the purchaser; (b) under the allegations that the article was in package form, that the statement of the quantity of the contents of the package was incorrect, and that the quantity of the contents of the package was not plainly and conspicuously marked on the outside thereof.

On or about January 20, 1936, a consent decree of condemnation and forfeiture was entered, providing for delivery of the product to the claimant, Libby, McNeill & Libby Co., Detroit, Mich., for relabeling, upon furnishing of bond in the sum of \$200.

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