

purported to be, in that grapefruit juice or orange juice, as the case might be, a valuable constituent of the articles, had been in part abstracted, and in that the articles consisted in part of decomposed vegetable substances.

On March 1, 1929, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16670. Misbranding of tomato catsup. U. S. v. 399 Cases, et al., of Tomato Catsup. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 23351. I. S. Nos. 02615, 02616. S. No. 1497.)

On January 28, 1929, the United States attorney for the Western District of New York, 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 998 cases of tomato catsup, remaining in the original unbroken packages at Pittsford, N. Y., alleging that the article had been shipped by the Mid-West Food Packers, Fowlerton, Ind., September 5, 1928, and transported from the State of Indiana into the State of New York, and charging misbranding in violation of the food and drugs act. The article was labeled in part: (Bottles) "Forman Catsup, Contents 8 Ounces (or "4 (14) Ounces") This Catsup Guaranteed To Be Absolutely Pure. No Preservative or Artificial Coloring. Put up by L. C. Forman & Son, Pittsford, N. Y."

It was alleged in the libel that the article was misbranded in that the statements "This catsup guaranteed to be absolutely pure" and "No * * * Artificial Coloring" were false and misleading and deceived and misled the purchaser.

On April 15, 1929, L. C. Forman & Sons (Inc), Pittsford, N. Y., having appeared as claimant for the property 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 costs and the execution of a bond in the sum of \$1,500, conditioned in part that it should not be sold or otherwise disposed of contrary to law. Authority was granted the claimant to relabel the product at Pittsford, N. Y., under the supervision of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16671. Adulteration and misbranding of butter. U. S. v. 10 Cases, et al., of Butter. Decrees of condemnation entered. Product released under bond. (F. & D. No. 23933. I. S. Nos. 07557, 07558, 07646. S. No. 2094.)

On June 20 and June 21, 1929, respectively, the United States attorney for the Northern District of Florida, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying seizure and condemnation of twenty-four 50-pound cases and forty-seven 30-pound cases of butter, remaining in the original unbroken packages at Pensacola, Fla., alleging that the article had been shipped by the Flala Creamery Co., Robertsdale, Ala., in various consignments, on June 3, June 5, and June 10, 1929, respectively, and transported from the State of Alabama into the State of Florida, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Satsuma Brand Pure Pasteurized Butter Manufactured by Consumers Ice & Creamery Co., Foley, Ala., One Pound Net."

Adulteration of the article was alleged in substance in the libels for the reason that it was deficient in milk fat in that a product used in the composition of the said article had been substituted for butter, and in that the article contained less than 80 per cent by weight of milk fat as required by law.

Misbranding was alleged in substance for the reason that the article was labeled "Butter" and purported to be a food product equal to the standard required by the act of March 4, 1923, prescribing that butter contain 80 per cent by weight of milk fat, whereas the said article was deficient in that it did not contain 80 per cent by weight of milk fat.

On or about June 28, 1929, the Pensacola Dairy Co., Pensacola, Fla., having appeared as claimant for the property and having admitted the allegations of the libels, judgments of condemnation were entered, and it was ordered by the court that the product be released to the said claimant upon payment of