Escanaba Produce Co., Escanaba, Mich., to the Camp Manufacturing Co., at Arringdale, Va., and transported from the State of Michigan into the State of Virginia, and charging adulteration in violation of the Food and Drugs Act. The product was invoiced as "Light Alsyke Mixed Hay."

Adulteration of the product was alleged in the libel for the reason that it consisted in part of filthy, decomposed, and putrid vegetable substance; that it contained a considerable quantity of weeds and trash; that it was dusty, moldy, and rotten, and not fit for consumption by live stock for which it was purchased.

On May 20, 1913, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered and it was ordered by the court that the product should be sold by the United States marshal.

B. T. GALLOWAY, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *February 10, 1914.*

2857. Misbranding of condensed milk. U. S. v. Fred C. Mansfield Co. Plea of guilty. Fine, $25. (F. & D. No. 3989. I. S. No. 17403-d.)

On February 6, 1913, the United States Attorney for the Western District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Fred C. Mansfield Co., a corporation, Johnson Creek, Wis., alleging shipment by said company, in violation of the Food and Drugs Act, on November 13, 1911, from the State of Wisconsin into the State of Illinois, of a quantity of condensed milk which was misbranded. The product was labeled: (On shipping tags) "From Fred C. Mansfield Company, Manufacturers of Mansfield's Fine Creamery Butter, Johnson Creek, Wisconsin. A. C. Abraham, Moline, Illinois." (On barrels) "F. C. Mansfield Company, Manufacturers of Condensed Milk, Johnson Creek, Wisconsin."

Analysis of a sample of the product by the Bureau of Chemistry of this Department showed the following results:

Water (per cent)	26.09
Fat (by Roese-Gottlieb) (per cent)	4.78
Protein (N × 6.38) (per cent)	10.46
Lactose (by Munson & Walker) (per cent)	15.54
Sucrose, by difference (per cent)	40.79
Ash (per cent)	2.34
Total solids (by drying) (per cent)	73.91
Milk solids (per cent)	33.12
Ratio of proteins to fat	1:0.46

Misbranding of the product was alleged in the information for the reason that it was labeled as set forth above, when, as a matter of fact, the barrels did not contain condensed milk as understood by the trade and public and the contents of the barrels did not contain such percentage of total solids and of fat as is required by law, but in fact the contents of the barrels were a partly skimmed and sweetened condensed milk made from partly skimmed milk.

On June 28, 1913, the defendant company entered a plea of guilty to the information and the court imposed a fine of $25.

B. T. GALLOWAY, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *February 10, 1914.*

2858. Adulteration and misbranding of cheese. U. S. v. 146 Boxes of Cheese. Consent judgment of condemnation and forfeiture. Released on bond. (F. & D. No. 4004. S. No. 1389.)

On May 18, 1912, the United States Attorney for the Southern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 146 boxes of cheese remaining unsold in the original unbroken packages and in possession of Swift

& Co., Savannah, Ga., alleging that the product had been shipped on or about April 29, 1912, by B. B. Miller & Son, Lowville, N. Y., and transported from the State of New York into the State of Georgia, and charging adulteration and misbranding in violation of the Food and Drugs Act. The product was labeled: (On containers) "Swift & Company—Savannah, Ga.—High Market." (On cheeses) "NY 1912.—Whole Milk Cheese."

Adulteration and misbranding of the product were alleged in the libel for the reason that into each of the said cheeses had been added and packed an excessive amount of additional water so as to make them contain an excessive proportion of water, to wit, exceeding 45.31 per cent, and that said cheeses were, by said excessive water, lowered, reduced, and injuriously affected in their quality and strength, and for the further reason that, for the contents of each of the cheeses, another substance, to wit, water, had been substituted in part for the milk and other normal constituents of said cheeses.

On August 29, 1912, said Swift & Co., claimant, having admitted the allegations in the libel and consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released and delivered to said claimant upon payment of all costs of the proceedings and execution of bond in the sum of $250 conditioned that the product should be relabeled in conformity with law and any statement as to the composition and constituents of the cheese should be wholly omitted therefrom in conformity with section 10 of the act.

B. T. GALLOWAY, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *February 10, 1914.*

2859. Adulteration of frozen eggs. U. S. v. 13 Crates of Frozen Eggs. Tried to a jury. Verdict in favor of the Government by direction of the court. Decree of condemnation, forfeiture, and destruction. (F. & D. No. 4012. S. No. 1390.)

On May 18, 1912, the United States Attorney for the Southern 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 for the seizure and condemnation of 13 crates, each containing 2 cans of frozen eggs, remaining unsold in the original unbroken packages and in possession of Armour & Co., New York, N. Y., alleging that the product had been shipped on or about May 10, 1912, by Armour & Co., Chicago, Ill., and transported from the State of Illinois into the State of New York, and charging adulteration in violation of the Food and Drugs Act.

Adulteration of the product was alleged in the libel for the reason that each of the 13 crates contained an article of food, to wit, frozen eggs, which being animal substance was in whole or in part filthy, putrid, and decomposed, contrary to the provisions of subdivision 6 of section 7 of the act of June 30, 1906.

On October 20, 1913, the case having regularly come on for trial before the court and a jury, after the submission of evidence and argument by counsel, the following direction to return a verdict in favor of the government was delivered to the jury on November 24, 1913, by the court:

RAY, *Judge.* The claimant, Armour and Company, of Chicago, Ill., having a plant and place of business there, is a purchaser of and dealer in eggs and other food products, not a producer. At Chicago, Ill., it purchased and had on hand these eggs in question and others like them. They were released from the shells and frozen, but by reason of decay had so far decomposed that they were not fit for human food or consumption as such. As unfit for human consumption these with others had been selected and segregated by claimant at Chicago, Ill., from their other eggs. It is conceded that these eggs had reached such a stage of decomposition as to come within the definition and description of "adulterated" articles of food if handled, shipped or sold, or intended to be shipped and sold as an article of food. Eggs in this condition may be sold and used as an article of food, or for tanning purposes, that is for use in the tanning of leather, and claimant had sold eggs of this description, selected and segregated at the same time as these, to a tannery or tanning firm located and doing business at a point not far distant from Chicago for tanning purposes. It had not shipped