

**11867. Adulteration and misbranding of butter. U. S. v. 14 Boxes of Butter. Decree ordering release of product under bond. (F. & D. No. 17440. I. S. No. 1833-v. S. No. E-4347.)**

On March 30, 1923, the United States attorney for the District of New Hampshire, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 14 boxes of butter at Concord, N. H., alleging that the article had been shipped by M. F. Donahue, from Essex Junction, Vt., on or about March 22, 1923, and transported from the State of Vermont into the State of New Hampshire, and charging adulteration and misbranding in violation of the Food and Drugs Act.

Adulteration of the article was alleged in the libel for the reason that a product deficient in milk fat and high in moisture had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in whole or in part for butter, which the said article purported to be. Adulteration was alleged for the further reason that a valuable constituent, to wit, butterfat, had been wholly or in part abstracted from the said article.

Misbranding was alleged for the reason that the article was an imitation of and was offered for sale under the distinctive name of another article. Misbranding was alleged for the further reason that the package or label bore a statement regarding the article and the ingredients and substances contained therein, to wit, "Butter," which was false and misleading and deceived and misled the purchaser.

On July 24, 1923, Michael F. Donahue, Essex Junction, Vt., having appeared as claimant for the property and having executed a bond in the sum of \$500, in conformity with section 10 of the act, judgment of the court was entered ordering that the product be released to the said claimant, upon payment of the costs of the proceedings, and that the said product be made to comply with the law.

HOWARD M. GORE, *Acting Secretary of Agriculture.*

**11868. Adulteration and misbranding of tankage. U. S. v. 95 Sacks and 100 Sacks of Digester Tankage. Decrees of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 17625, 17626. I. S. Nos. 8840-v, 8841-v. S. No. C-4061.)**

On or about July 9, 1923, the United States attorney for the District of Indiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 195 sacks of digester tankage, remaining in the original unbroken packages, in part at Crawfordsville and in part at Jamestown, Ind., alleging that the article had been shipped by Swift & Co., from Cleveland, Ohio, on or about May 23, 1923, and transported from the State of Ohio into the State of Indiana, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Sack) "100 Lbs. Net Swift's Digester \* \* \* Tankage Manufactured By Swift & Company, Chicago. Guaranteed Analysis Protein 60%."

Adulteration of the article was alleged in substance in the libels for the reason that a substance deficient in protein had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted wholly or in part for the said article.

Misbranding of the article was alleged for the reason that the statement, "Protein 60%," was false and misleading and deceived and misled the purchaser, in that the said article did not contain 60 per cent of protein but a less and smaller amount of such substance.

On August 30, 1923, Swift & Co., Chicago, Ill., claimant, having admitted the allegations of the libels, paid the costs of the proceedings, and executed bonds in the aggregate sum of \$2,000, in conformity with section 10 of the act, decrees of condemnation and forfeiture were entered, and it was ordered by the court that the product be released to the said claimant under the conditions of the said bonds and in pursuance with the said act.

HOWARD M. GORE, *Acting Secretary of Agriculture.*

**11869. Adulteration and misbranding of butter. U. S. v. 250 Pounds and 170 Pounds of Creamery Butter. Consent decree providing for release of product under bond. (F. & D. No. 17741. I. S. Nos. 4933-v, 4934-v. S. No. C-4110.)**

On August 22, 1923, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the

seizure and condemnation of 250 pounds and 170 pounds of creamery butter at Memphis, Tenn., alleging that the article had been shipped by the Sardis Creamery Co., from Sardis, Miss., August 3, 1923, and transported from the State of Mississippi into the State of Tennessee, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. A portion of the article was labeled in part: "Clearbrook Creamery \* \* \* Butter Net Weight One Pound." The remainder of the article was labeled in part: "Lakeview Creamery Butter \* \* \* Net Weight One Pound."

Adulteration of the article was alleged in substance in the libel for the reason that butter containing excessive moisture had been mixed and packed with and substituted for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been wholly or in part abstracted therefrom.

Misbranding of the article was alleged for the reason that the statement, "One Pound," was false and misleading and deceived and misled the purchaser, and for the further reason that it was [food] in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On September 4, 1923, the Sardis Creamery Co., Sardis, Miss., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of the court was entered ordering that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$150, in conformity with section 10 of the act, conditioned in part that the product be reworked and repacked to meet the objections set forth in the said libel.

HOWARD M. GORE, *Acting Secretary of Agriculture.*

**11870. Misbranding of Vitalo, Parrott sexual pills, and Allan's compound extract of damiana. U. S. v. 6 Bottles of Vitalo, et al. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 15769, 15770, 15792, 15814, 15815, 15816, 15817, 16076, 16077. S. Nos. C-3456, C-3457, C-3475, C-3486, C-3487, C-3488, C-3489, C-3490, C-3491, C-3500, C-3501.)**

On April 12, 14, and 28, 1922, respectively, the United States attorney for the Western District of Louisiana, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels, and on August 31, 1922, an amendment to one of the said libels, praying the seizure and condemnation of 109 bottles of Vitalo, 75 packages of Parrott sexual pills, and 58 bottles of Allan's compound extract of damiana, remaining in the original unbroken packages in various lots at Monroe, Shreveport, Minden, Vivian, Alexandria, and Lake Charles, La., respectively, alleging that the articles had been shipped by the Allan-Pfeiffer Chemical Co., St. Louis, Mo., between the dates of August 31, 1918, and January 27, 1922, and transported from the State of Missouri into the State of Louisiana, and charging misbranding in violation of the Food and Drugs Act, as amended. A portion of the Vitalo was labeled in part: (Bottle, both sizes) "Aphrodisiac;" (carton, both sizes) "Aphrodisiac;" (carton, small size) "An Aid In Relieving General Weakness." A second lot of the Vitalo was labeled in part: (Bottle and carton) "Vitalo \* \* \* Nerve and Muscle Tonic;" (carton, additional) "Remedy \* \* \* For General Weakness \* \* \* Nervous Debility \* \* \* for the Nerves, Brain, and Muscles. A third lot of the Vitalo was labeled in part: (Bottle) "Vitalo \* \* \* Nerve And Muscle Tonic For Both Sexes;" (carton) "Vitalo \* \* \* Aphrodisiac May Be Used By Both Sex. This Remedy Acts As An Aid In Relieving General Weakness." A portion of the Parrott sexual pills was labeled in part: (Box and circular) "Sexual Pills A Tonic For Both Sex \* \* \* For Hysteria, Dizziness, Nervous Prostration, Nervous Debility and General Weakness." The remainder of the said Parrott sexual pills was labeled in part: (Box and circular) "Sexual Pills \* \* \* Recommended for Hysteria, Dizziness, Nervous Prostration, Nervous Debility and General Weakness." A portion of the Allan's compound extract of damiana was labeled in part: (Bottle and carton) "A Tonic For Both Sex;" (carton, additional) "Aphrodisiac \* \* \* For General Weakness \* \* \* Nervous Debility." The remainder of the said Allan's compound was labeled in part: (Bottle) "A Tonic For Both Sex;" (carton) "Aphrodisiac \* \* \* Diuretic \* \* \* Useful In Nervous Debility \* \* \* An Excellent Remedy For General Weakness." The labels of the said Allan's compound bore a design of a