

Fruit Distributors, Inc., from Bartow, Fla., March 5, 1927, and transported from the State of Florida into the State of Georgia, and charging adulteration in violation of the food and drugs act.

Examination of the article by the Bureau of Chemistry of this department showed that it was composed of frost-damaged fruit.

It was alleged in the libel that the article was adulterated, in that it consisted in whole or in part of a decomposed vegetable substance, and in that a substance, to wit, excessively dried oranges, had been substituted in whole or in part for the said article.

On March 28, 1927, the Fruit Distributors, Inc., claimant, having admitted the allegations of the libel, and the product having been taken down under bond and reconditioned, and approximately one-half of the oranges having been found fit for food, a decree was entered, forfeiting the portion unfit for food and ordering that it be destroyed by the United States marshal, and it was further ordered by the court that the portion fit for food be released to the said claimant.

W. M. JARDINE, *Secretary of Agriculture.*

14996. Adulteration of oranges. U. S. v. 46 Cases of Oranges. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 21750. I. S. No. 14727-x. S. No. E-6000.)

On March 7, 1927, the United States attorney for the Eastern District of Pennsylvania, 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 46 cases of oranges, remaining in the original unbroken packages at Philadelphia, Pa., consigned by J. R. Jefferds, Blanton, Fla., alleging that the article had been shipped from Blanton, Fla., on or about March 1, 1927, and transported from the State of Florida into the State of Pennsylvania, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Case) "Blanton Packing Co. Packers of Blue Moon Brand Oranges & Grapefruit Blanton, Fla."

Examination of the article by the Bureau of Chemistry of this department showed that it was composed of frost-damaged fruit.

It was alleged in the libel that the article was adulterated, in that it consisted in whole or in part of a decomposed vegetable substance, and in that a substance, frozen oranges, had been substituted wholly or in part for the said article.

On March 28, 1927, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

W. M. JARDINE, *Secretary of Agriculture.*

14997. Adulteration and misbranding of oysters. U. S. v. Ferdinand C. Bower and Ferdinand C. Strible (F. C. Bower & Co.). Plea of guilty. Fine, \$10 and costs. (F. & D. No. 21581. I. S. No. 7801-x.)

At the March, 1927, term of the United States District Court within and for the District of Maryland, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the District Court aforesaid an information against Ferdinand C. Bower and Ferdinand C. Strible, copartners, trading as F. C. Bower & Co., Baltimore, Md., alleging shipment by said defendants, in violation of the food and drugs act as amended, on or about November 20, 1926, from the State of Maryland into the State of Indiana, of a quantity of oysters which were adulterated and misbranded. The article was labeled in part: (Can) "F. C. Bower & Co. Fresh Oysters Baltimore, Md. * * * Contents 1-Pint Net."

Adulteration of the article was alleged in the information for the reason that a substance, to wit, water, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength, and had been substituted in part for oysters, which the said article purported to be.

Misbranding was alleged for the reason that the statement, to wit, "Oysters * * * Contents 1-Pint Net," borne on the cans containing the article, was false and misleading, in that the said statement represented that the cans each contained 1 pint of the said article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said cans each contained 1 pint of the article, whereas they did not but did contain a less quantity. Misbranding 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 package.