

ther reason that the article was in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the statement made was not correct.

On December 7, 1931, the Twitchell-Champlin Co., Boston, Mass., claimant, having admitted the allegations of the libel, 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 \$500, conditioned in part that it should not be sold or disposed of contrary to the Federal food and drugs act, or the laws of any State, Territory, district, or insular possession. It was further ordered by the court that the containers be relabeled, under the supervision of this department, with a correct statement of the quantity of the contents.

ARTHUR M. HYDE, *Secretary of Agriculture.*

19231. Adulteration and misbranding of tomato catsup. U. S. v. 114 Cases of Tomato Catsup. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 27247. I. S. No. 42112. S. No. 5419.)

Samples of tomato catsup from the shipment herein described having been found to contain excessive mold, the Secretary of Agriculture reported the matter to the United States attorney for the District of Maryland.

On November 14, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 114 cases of tomato catsup, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by Greenabaum Bros. (Inc.), from Seaford, Del., on or about October 31, 1931, into the State of Maryland, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: (Can) "Ribbon Brand Tomato Catsup Guaranteed Pure and to Comply with all U. S. Food Laws. * * * Distributed by Frey & Son Inc., Baltimore, Md."

It was alleged in the libel that the article was adulterated in that it consisted in large part of a decomposed vegetable substance.

Misbranding was alleged for the reason that the statement, "Guaranteed Pure and to comply with all U. S. Food Laws," was false and misleading and deceived and misled the purchaser.

On December 30, 1931, 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.

ARTHUR M. HYDE, *Secretary of Agriculture.*

19232. Adulteration of butter. U. S. v. Fifty-two 32-Pound Boxes, et al., of Butter. Decrees of condemnation entered. Product released under bond. (F. & D. Nos. 27886, 27887. I. S. Nos. 41026, 44920. S. Nos. 5592, 5628.)

Samples of butter from shipments herein described having been found to contain less than 80 per cent of milk fat, the standard provided by Congress, the Secretary of Agriculture reported the matter to the United States attorney for the District of Minnesota.

On December 3 and December 9, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid libels praying seizure and condemnation of one hundred and eleven 32-pound boxes and 52 pounds of butter, remaining in the original and unbroken packages at Duluth, Minn., alleging that the article had been shipped, in part on or about November 10, 1931, and in part on or about November 18, 1931, by the Aneta Creamery & Produce Co., from Aneta, N. Dak., and had been transported in interstate commerce from the State of North Dakota into the State of Minnesota, and charging adulteration in violation of the food and drugs act as amended. The article was labeled in part: (Carton) "Swift's Premium Quality Brookfield Pasteurized Creamery Butter."

It was alleged in the libels that the article was adulterated in that a product containing less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent of milk fat as provided by the act of March 4, 1923.

On December 7 and December 11, 1931, Aneta Creamery & Produce Co., claimant, having appeared and filed answers to the libels, judgments of condemnation were entered, and it was ordered by the court that the product be delivered to claimant for reworking, under the supervision of this department,