

On January 25, 1933, 66 of the 89 bags having been seized by the marshal, on motion of the United States attorney the libel was dismissed as to 54 bags, and the court ordered that they be delivered to the claimant. On the same date, the claimant having petitioned for release of the remaining 12 bags, and having filed a bond in the sum of \$200, judgment of condemnation was entered and it was ordered by the court that the bond be approved and that the said 12 bags be delivered to the claimant to be brought into compliance with the law under the supervision of this Department.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

20718. Adulteration and misbranding of canned frozen whole eggs. U. S. v. 100 Cans of Frozen Whole Eggs. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. no. 29667. Sample no. 33757-A.)

This case involved an interstate shipment of canned frozen eggs that were found to be in part decomposed. Certain of the cans bore no statement of the quantity of the contents.

On or about December 23, 1932, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 100 cans of frozen whole eggs at Chicago, Ill., alleging that the article had been shipped in interstate commerce on November 7, 1932, by the Werner Poultry Co., from North Minneapolis, Minn., to Chicago, Ill., and charging adulteration and misbranding in violation of the Food and Drugs Act as amended. The article was labeled in part: (Tag) "From the Werner Poultry Co. Greenberg & Werner—Copartners * * * No. Minneapolis, Minn."

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

Misbranding was alleged with respect to a portion of the article for the reason that it was in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On January 11, 1933, the Lakeside Produce Co., Inc., Chicago, Ill., claimant, having admitted the allegations of the libel 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 claimant upon payment of costs and the execution of a bond in the sum of \$500, conditioned that it should not be sold or disposed of contrary to the Federal Food and Drugs Act and all other laws.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

20719. Adulteration and misbranding of butter. U. S. v. Albert Mitchell (Aneta Creamery & Produce Co.). Plea of guilty. Fine, \$25. (F. & D. no. 28152. I. S. nos. 41026, 44920.)

This action was based on the interstate shipment of quantities of butter, samples of which were found to contain less than 80 percent by weight of milk fat, the standard for butter prescribed by Congress.

On November 3, 1932, the United States attorney for the District of North Dakota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid an information against Albert Mitchell, trading as Aneta Creamery & Produce Co., at Aneta, N.Dak., alleging shipment by said defendant in violation of the Food and Drugs Act, on or about November 10, 1931, and November 18, 1931, from the State of North Dakota into the State of Minnesota, of quantities of butter that was adulterated and misbranded. The article was labeled in part: (Carton) "Swift's Premium Quality Brookfield Pasteurized Creamery Butter * * * Distributed by Swift & Company."

It was alleged in the information that the article was adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which must contain not less than 80 percent by weight of milk fat, which the article purported to be.

Misbranding was alleged for the reason that the statement "Butter" was false and misleading, and for the further reason that the article was labeled "Butter", so as to deceive and mislead the purchaser, since it was not butter, but was a product containing less than 80 percent by weight of milk fat.