

6043. Adulteration and misbranding of gelatin. U. S. * * * v. 2 Barrels and 1 Barrel of Ground Gelatin. Consent decrees of condemnation and forfeiture. Product ordered released on bond. (F. & D. Nos. 8575, 8576. I. S. Nos. 15827-p, 15828-p, 15829-p. S. No. C-753.)

On November 9, 1917, 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 libels for the seizure and condemnation of 2 barrels and 1 barrel of ground gelatin, remaining unsold in the original unbroken packages at Beloit, Wis., alleging that the article had been shipped on January 2, 1917, and January 19, 1917, by Habicht, Braun & Co., Chicago, Ill., and transported from the State of Illinois into the State of Wisconsin, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Ground Gelatine."

Adulteration of the article was alleged in substance in the libels for the reason that it had been so mixed and packed with glue and to such an extent and amount as to reduce, lower, and injuriously affect its quality, and for the further reason that it contained added poisonous and other added deleterious ingredients, to wit, copper and zinc, which might render the article injurious to health, which said substances, to wit, glue, copper, and zinc, had been wholly or in part substituted for ground gelatin, which the article purported to be.

Misbranding of the article was alleged for the reason that it was an imitation of, and was offered for sale under the distinctive name of, ground gelatin, whereas, in truth and in fact, it was not, but consisted partly of a mixture of glue, copper, and zinc, and for the further reason that the statement on the label was false and misleading and calculated to deceive and mislead the purchasers thereof.

On December 8, 1917, the said Habicht, Braun & Co., claimant, having consented to decrees, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product should be delivered to said claimant upon the payment of the costs of the proceedings and the execution of bond in the aggregate sum of \$1,000, in conformity with section 10 of the act.

CARL VROOMAN, Acting Secretary of Agriculture.