

United States Department of Agriculture

FOOD, DRUG, AND INSECTICIDE ADMINISTRATION

NOTICES OF JUDGMENT UNDER THE FOOD AND DRUGS ACT

[Given pursuant to section 4 of the food and drugs act]

15701-15750

[Approved by the Acting Secretary of Agriculture, Washington, D. C., February 14, 1929]

15701. Adulteration and misbranding of olive oil. U. S. v. 11 Cans, et al, of Olive Oil. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 22651. I. S. Nos. 21045-x to 21048-x, incl. S. No. 690.)

On March 21, 1928, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States aforesaid a libel praying seizure and condemnation of 24 gallon cans, 9 half-gallon cans and 25 quart cans of olive oil, remaining in the original unbroken packages at Springfield, Mass., consigned about August 8, 1927, alleging that the article had been shipped by the United Importers, Inc., Providence, R. I., and transported from the State of Rhode Island into the State of Massachusetts, and charging adulteration and misbranding in violation of the food and drugs act as amended.

It was alleged in the libel that the article was adulterated in that a substance, cottonseed oil, had been substituted wholly or in part for the said article, and had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength.

Misbranding was alleged for the reason that the following statements, borne on the labels, were false and misleading and deceived and misled the purchaser: (11 cans gallon size) "Pure Olive Oil * * * This Olive Oil is guaranteed to be absolutely pure * * * Lucca, Italy Contents 1 Gallon;" (13 cans gallon size) "Virgin Pure Olive Oil Lucca, Italy * * * Pure Olive Oil Virgin Oil is made from the best obtainable by ripe olives * * * Net Contents 1 gallon;" (half gallon size) "Pure Olive Oil Extra Fine Quality Italian Product Lucca, Italy This Olive Oil is guaranteed to be absolutely pure * * *;" (quart size) same as half-gallon size, except "Contents One Quart."

Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article and purported to be a foreign product when it was not so, and for the further reason that it was falsely branded as to the country in which it was produced. Misbranding was alleged with respect to all lots except the half-gallon cans for the further reason that it was in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On April 13, 1928, 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.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

15702. Misbranding of cottonseed cake. U. S. v. 520 Sacks of Cottonseed Cake. Product adjudged misbranded and released under bond to be relabeled. (F. & D. No. 22284. I. S. No. 23326-x. S. No. 334.)

On December 16, 1927, the United States attorney for the Eastern District of Oklahoma, 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 520 sacks of cottonseed cake, at Ringling, Okla., alleging that the article had been shipped by the Traders Oil Mill Co., from Fort Worth, Texas, on or about December 3, 1927, and transported from the State of Texas into the State of Oklahoma, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "* * * 43 per cent protein cracked Cottonseed Cake * * * Manufactured by Traders Oil Mill Co., Fort Worth, Texas, Guaranteed Analysis, Crude Protein, not less than 43 per cent."

It was alleged in the libel that the article was misbranded in that the statements, "43 per cent protein," and "Crude Protein not less than 43 per cent," borne on the label, were false and misleading and deceived and misled the purchaser.

On April 26, 1928, the product having been delivered to the claimant, the Traders Oil Mill Co., Fort Worth, Texas, under a bond in the sum of \$2,500, to be relabeled, and the said product having been relabeled to show the presence of 41 per cent of protein and to eliminate the words "43% protein," a decree was entered adjudging the product misbranded and ordering release of the said bond.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

15703. Misbranding of olive oil. U. S. v. Nick Chulos, George Chulos, and George Koutsopanagos (Atlas Grocery Co.). Plea of guilty. Fine, \$100. (F. & D. No. 21567. I. S. Nos. 9390-x, 12329-x.)

On April 13, 1927, 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 said district an information against Nick Chulos, George Chulos, and George Koutsopanagos, trading as the Atlas Grocery Co., Chicago, Ill., alleging shipment by said defendants, in violation of the food and drugs act as amended, on or about February 19, 1926, from the State of Illinois into the State of Indiana, and on or about June 12, 1926, from the State of Illinois into the State of Iowa, of quantities of olive oil, which was misbranded. The article was labeled in part: "Net Contents One Quart (or 'Net Contents One Pint') Atlas Brand * * * Pure Olive Oil * * * Atlas Grocery Co., Chicago, Ill."

It was alleged in the information that the article was misbranded in that the statements, to wit, "Net Contents One Quart," and "Net Contents One Pint," borne on the respective sized cans containing the article, were false and misleading in that the said statements represented that the cans each contained 1 quart or 1 pint, as the case might be, of olive oil, 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 contained 1 quart or 1 pint, as the case might be, of olive oil, whereas the cans contained less of the article than so represented. 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.

On December 28, 1927, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$100.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

15704. Adulteration of butter. U. S. v. 10 Cubes, et al, of Butter. Consent decrees of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 22690, 22714. I. S. Nos. 17488-x, 17492-x. S. Nos. 691, 701.)

On or about March 12 and March 15, 1928, respectively, the United States attorney for the Western District of Washington, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying seizure and condemnation of 15 cubes of butter, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Junction City Creamery, Junction City, Ore., in part March 7, and in part March 9, 1928, and transported from the State of Oregon into the State of Washington, and charging adulteration in violation of the food and drugs act.

It was alleged in the libels that the article was adulterated in that a product containing less than 80 per cent of milk fat had been substituted for butter.

On March 19, 1928, the Junction City Creamery, Junction City, Ore., claimant, having appeared as claimant for the property and having consented to the entry of decrees, judgments of condemnation and forfeiture were entered,