article had been shipped in interstate commerce from Clinton, Iowa, by Swift & Co., and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: "Swift's Brookfield Butter."

It was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, which it purported to be—the act of March 4, 1923, providing that butter shall contain not less than 80 percent by weight of milk fat.

Misbranding was alleged in that the product was an imitation of and was offered for sale under the distinctive name of another article, butter.

On October 27, 1937, Swift & Co., Chicago, Ill., claimant, having admitted the allegations of the libel, judgment of condemnation was entered, and the product was ordered released under bond conditioned that it be reworked to contain at least 80 percent by weight of milk fat.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

28233. Misbranding of butter. U. S. v. 38 Cases, 27 Cases, and 11 Cases of Butter. Consent decree of condemnation. Product released under bond for relabeling. (F. & D. No. 40382. Sample Nos. 49425–C to 49427–C, incl.)

A portion of this product was short weight, and the packages of the remainder failed to bear on the label a statement of the quantity of the contents.

On September 15, 1937, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 76 cases of butter at Elgin, Ill., alleging that the article had been shipped in interstate commerce on or about September 2, 1937, from Burlington, Iowa, by the Burlington Sanitary Milk Co., and charging misbranding in violation of the Food and Drugs Act as amended. One lot was labeled: (Wrapper) "Country Wrap Made from Pasteurized Cream Packed for Young and Austin, Elgin, Ill. * * * 1 lb. Net Weight."

Misbranding of one lot was alleged in that the statement "1 lb. Net Weight" was false and misleading and deceived and misled the purchaser and in that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package since the quantity stated was not correct; misbranding of the remaining lots was alleged in 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 October 14, 1937, the Burlington Sanitary Milk Co., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond conditioned that it be properly labeled.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

28234. Misbranding of canned dry peas. U. S. v. 99 Cases of Sunset Brand Peas. Default decree entered; product ordered sold. (F. & D. No. 40153. Sample No. 53337–C.)

This product was canned soaked dry peas; and its label bore a design of a dish of bright-green peas which created the impression that it consisted of fresh succulent peas, and this impression was not corrected by the words "Prepared from Dry" which were relatively inconspicuous as compared with the words "Peas."

On August 19, 1937, the United States attorney for the Southern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 99 cases of canned dry peas at Mobile, Ala., alleging that the article had been shipped in interstate commerce on or about June 18, 1937, by Dorgan-McPhillips Packing Corporation from Columbia, Miss., and charging misbranding in violation of the Food and Drugs Act. The article was labeled: (Cans) "Sunset Brand Prepared From Dry Peas Distributed By Dorgan-McPhillips Packing Corp. Mobile, Ala."

It was alleged to be misbranded in that it was soaked dry peas, and the design of bright green peas and the relative inconspicuousness of the statement "Prepared From Dry" as compared with the word "Peas" was false and misleading, and tended to deceive and mislead the purchaser when applied to soaked dry peas.

On January 8, 1938, no claimant having appeared, judgment was entered ordering that the product be sold by the marshal with the condition that if purchased for resale a bond be required to insure proper relabeling.

HARRY L. BROWN, *Acting Secretary of Agriculture.*