

On December 7, 1934, the United States attorney for the Eastern District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 300 bushels of apples at Manitowoc, Wis., alleging that the article had been shipped in interstate commerce on or about October 4, 1934, by the Great Lakes Fruit Co., from Shelby, Mich., and charging adulteration in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that it contained added poisonous or deleterious ingredients, arsenic and lead, which might have rendered it harmful to health.

On January 31, 1935, the Quality Fruit Co., Manitowoc, Wis., having appeared as claimant for the property, judgment of condemnation was entered and it was ordered that the product be released under bond, conditioned that the deleterious substances be removed by washing.

M. L. WILSON, *Acting Secretary of Agriculture.*

24324. Adulteration of apples. U. S. v. 373 Bushels of Apples. Decree of condemnation. Product released under bond for removal of deleterious substances. (F. & D. no. 35149. Sample no. 25265-B.)

Examination of the apples involved in this case showed the presence of arsenic and lead in amounts that might have rendered them injurious to health.

On December 7, 1934, the United States attorney for the Eastern District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 373 bushels of apples at Manitowoc, Wis., alleging that the article had been shipped in interstate commerce on or about October 20, 1934, by the Ludington Fruit Exchange, from Ludington, Mich., and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: "Stark * * * Packed and Guaranteed Blue Band Fruit Ludington Fruit Exchange Ludington Mich."

The article was alleged to be adulterated in that it contained added poisonous or deleterious ingredients, arsenic and lead, which might have rendered it harmful to health.

On January 31, 1935, Jennaro & Levitan, Sheboygan, Wis., having appeared as claimant for the property, judgment of condemnation was entered and it was ordered that the product be released under bond, conditioned that the deleterious substances be removed by washing.

M. L. WILSON, *Acting Secretary of Agriculture.*

24325. Adulteration and misbranding of butter. U. S. v. 2,107 Plain Prints, et al., of Butter. Product ordered released under bond. (F. & D. no. 35158. Sample nos. 11751-B, 11752-B.)

This case involved an interstate shipment of butter which was short weight and a part of which was also deficient in milk fat.

On January 9, 1935, the United States attorney for the District of Montana, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 4,132 prints of butter at Butte, Mont., alleging that the article had been shipped in interstate commerce in part on or about December 8, 1934, and in part on or about December 12, 1934, by the Cudahy Packing Co., from Denver, Colo., and charging adulteration and misbranding of a portion and misbranding of the remainder in violation of the Food and Drugs Act as amended. A portion of the article consisted of 1-pound prints labeled in part: (Parchment wrapper) "1 Lb. Net Weight * * * Packed by The Cudahy Packing Co. Denver, Colo." The remainder of the article consisted of quarter-pound cubes, four in each carton labeled in part: (Carton) "One Pound Net Weight Monogram Creamery Butter * * * The Cudahy Packing Co. General Offices Chicago."

The libel alleged that a portion of the article was adulterated in that a product containing less than 80 percent of milk fat had been substituted for butter.

Misbranding of the said portion was alleged for the reason that the statement "butter" on the label was false and misleading, since it contained less than 80 percent by weight of milk fat. Misbranding was alleged with respect to both lots for the reason that the statement "One Pound Net Weight" was false and misleading, since the packages contained less than 1 pound, and for the further reason 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 statement made was incorrect.