

on the label, was false and misleading as applied to an article containing saccharin, a non-nutritive substance.

On August 14 and October 25, 1943, no claimant having appeared, judgments of condemnation were entered. The lots located at New Orleans, La., were ordered destroyed, and those located at Mobile, Ala., were ordered delivered to welfare organizations.

5405. Adulteration and misbranding of orangeade concentrate. U. S. v. 2 Cases of Orangeade Concentrate. Default decree of condemnation. Product ordered destroyed or delivered to a charitable institution. (F. D. C. No. 10417. Sample No. 31189-F.)

On August 28, 1943, the United States attorney for the District of Oregon filed a libel against 2 cases, each containing 12 bottles, of orangeade concentrate, at Portland, Oreg., alleging that the article had been shipped on or about June 18, 1943, by the Pixie Flavor Base Co. from Los Angeles, Calif.; and charging that it was adulterated and misbranded. The article was labeled in part: (Bottle) "Pixie Natural Orangeade Concentrate * * * Directions: Mix 1 quart Concentrate with * * * to make 1 gallon of Orangeade Syrup."

The article was alleged to be adulterated in that an artificially colored mixture consisting essentially of water, acid, and orange pomace flavored with orange oil and orange juice, had been substituted for "Natural Orangeade Concentrate," which should contain only orange juice or concentrated orange juice; in that inferiority had been concealed by the addition of artificial color; and in that artificial color had been added thereto, or mixed or packed therewith, so as to make the product appear better or of greater value than it was.

It was alleged to be misbranded in that the name "Natural Orangeade Concentrate," coupled with the design of an orange and the statements under "Directions," were false and misleading since they implied that the product would make orangeade when diluted according to the directions, whereas it would not make orangeade; in that it was an imitation of another article of food, orangeade base, and its label failed to bear, in type of uniform size and prominence, the word "imitation" and immediately thereafter the name of the food imitated; and in that it was fabricated from two or more ingredients and the label failed to bear the common or usual name of each such ingredient, since the presence of water and orange pomace were not declared.

On October 5, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed or delivered to some charitable institution.

5406. Adulteration and misbranding of green cero tea. U. S. v. 6 Cartons and 250 Packages of Green Cero Tea. Default decree of condemnation and destruction. (F. D. C. No. 10005. Sample No. 42505-F.)

This product consisted of dried grass resembling ordinary lawn grass. The brew had a grass-like odor and taste. It had been shipped in 25-pound cartons and all but 6 cartons had been repackaged by the consignee into 1¼-ounce packages.

On May 29, 1943, the United States attorney for the Western District of Washington filed a libel against 6 cartons and 250 packages of green cero tea at Seattle, Wash., alleging that the article had been shipped in interstate commerce on or about February 3, 1943, by the K. & C. Tea Co., from St. Paul, Minn.; and charging that it was adulterated and misbranded. The cartons were labeled: "25 Lbs. American Green Cero Tea K. & C. Tea Co." The repackaged product was labeled in part: "American Green Cero Tea Packed by Commercial Importing Co., Seattle, Wash."

The article was alleged to be adulterated in that dried grass had been substituted in whole or in part for green tea which it purported and was represented to be. It was alleged to be misbranded (1) in that that the name "American Green Cero Tea" was misleading as applied to dried grass; (2) in that it was offered for sale under the name of another food, green tea; and (3) in that its label failed to bear the common or usual name of the food. The product in the cartons was alleged to be misbranded further in that it was in package form and failed to bear a label containing the address of the manufacturer, packer, or distributor.

On November 8, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.