

**12419. Adulteration of canned salmon. U. S. v. 378 Cases and 297 Cases of Salmon. Consent decree of condemnation and forfeiture. Product released to be used as fish food. (F. & D. Nos. 14237, 14238. I. S. Nos. 10530-t, 10532-t. S. Nos. W-844, W-845.)**

On January 24, 1921, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 675 cases of salmon remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Sitka Packing Co., from Sitka, Alaska, in two consignments, namely, August 31 and September 26, 1919, respectively, and transported from the Territory of Alaska into the State of Washington, and charging adulteration in violation of the food and drugs act. A portion of the article was labeled in part: (Can) "Baranoff Brand Pink Salmon \* \* \* Sitka Packing Co., Sitka, Alaska." The remainder of the said article was labeled in part: (Can) "Edgecombe Brand \* \* \* Cohoe \* \* \* Salmon—Sitka Packing Co., Sitka, Alaska."

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a filthy, decomposed, and putrid animal substance.

On March 3, 1924, the Sitka Packing Co., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be delivered to the Washington Fisheries Department to be used as fish food in the fish hatcheries, upon payment of the costs of the proceedings by the supervisor of the said fisheries department.

HOWARD M. GORE, *Secretary of Agriculture.*

**12420. Misbranding of potatoes. U. S. v. H. Rouw Co., a Corporation. Plea of guilty. Fine, \$25. (F. & D. No. 17528. I. S. No. 8228-v.)**

On April 20, 1923, the United States attorney for the Western District of Arkansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the H. Rouw Co., a corporation, Van Buren, Ark., alleging shipment by said company, in violation of the food and drugs act as amended, on or about January 5, 1923, from the State of Arkansas into the State of Colorado, of a quantity of potatoes which were misbranded.

Misbranding of the article was alleged in the information for the 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.

On January 10, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

HOWARD M. GORE, *Secretary of Agriculture.*

**12421. Misbranding of feed. U. S. v. Arcady Farms Milling Co., a Corporation. Plea of guilty. Fine, \$100. (F. & D. No. 17945. I. S. Nos. 1380-v, 10578-v.)**

On May 8, 1924, 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 the Arcady Farms Milling Co., a corporation, Chicago, Ill., alleging shipment by said company, in violation of the food and drugs act, in two consignments, namely, on or about April 16 and July 20, 1923, respectively, from the State of Illinois into the State of Maryland, of quantities of feed which was misbranded. A portion of the article was labeled in part: "Arco \* \* \* Milk-Maker Manufactured By Arcady Farms Millg. Co. Chicago, Ill. \* \* \* Guaranteed Analysis Protein 20%." The remainder of the article was labeled in part: "Arcady Wonder Mash With Buttermilk \* \* \* Guaranteed Protein 20% \* \* \* Manufactured By Arcady Farms Milling Co. Chicago, Ill."

Analysis by the Bureau of Chemistry of this department of a sample from each of the consignments showed that the said samples contained approximately 17.31 per cent and 18.34 per cent, respectively, of protein.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Guaranteed Analysis Protein 20%," and "Guaranteed Protein 20%," borne on the sacks containing the respective consignments of the article, were false and misleading in that the said statements represented that the article contained not less than 20 per cent of protein, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 20 per cent