

Weight One Pound * * * Extra Fancy * * * Creamery Butter," appearing on the labels of the remainder, were false and misleading and deceived and misled the purchaser. Misbranding was alleged with respect to the "Valleybrook" butter 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 packages, since the statement made was not correct.

On July 3, 1924, the cases having been consolidated into one cause of action, and the Minnesota Creamery & Produce Co., St. Paul, Minn., claimant, having consented to the entry of a decree, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$6,000, in conformity with section 10 of the act, conditioned in part that it be reworked under the supervision of this department.

W. M. JARDINE, *Secretary of Agriculture.*

12807. Adulteration and misbranding of butter. U. S. v. 9 Tubs and 9 Tubs of Butter. Consent decrees of condemnation and forfeiture. Product released under bond to be reconditioned. (F. & D. Nos. 18877, 18895. I. S. Nos. 19007-v, 19011-v. S. Nos. C-4443, C-4446.)

On July 22 and 25, 1924, respectively, the United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 18 tubs of butter, remaining in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Nelson Creamery, from Nelson, Wis., in part July 15, and in part July 19, 1924, and transported from the State of Wisconsin into the State of Illinois, and charging adulteration and misbranding with respect to a portion of the article and adulteration with respect to the remainder thereof, in violation of the food and drugs act as amended.

Adulteration of the article was alleged in the libel for the reason that a substance, to wit, excessive water, had been mixed and packed with the said article so as to reduce and lower and injuriously affect its quality and strength, for the further reason that a substance deficient in milk fat and high in moisture had been substituted wholly or in part for the said article, and for the further reason that a valuable constituent of the article, to wit, butterfat, had been in part abstracted therefrom.

Misbranding was alleged with respect to a portion of the article for the reason that it was food in package form and each of the packages did not have the quantity of the contents marked on the outside thereof.

On October 14, 1924, the Nelson Creamery Co., Nelson, Wis., claimant, having admitted the allegations of the libels 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 released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, conditioned in part that it be reprocessed under the supervision of this department so as to raise the butterfat to not less than 80 per cent, and the tubs marked with the quantity of the contents.

W. M. JARDINE, *Secretary of Agriculture.*

12808. Adulteration and misbranding of Concord grape soda water flavor. U. S. v. 3½ Gallons, et al., of Concord Grape Soda Water Flavor. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 18592, 18593, 18708. I. S. Nos. 6342-v, 6785-v, 6795-v. S. Nos. C-4334, C-4335, C-4404.)

On April 17 and May 26, 1924, respectively, the United States attorney for the Eastern District of Missouri, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 26½ gallons of Concord grape soda water flavor, remaining in the original unbroken packages at St. Louis, Mo., alleging that the article had been shipped from Chicago, Ill., between the dates of July 20, 1923, and April 25, 1924, and transported from the State of Illinois into the State of Missouri, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Guaranteed By Sethness Company Chicago, U. S. A. Concord Grape Soda Water Flavor" and "Guaranteed And Packed By Sethness Company Chicago, Soluble Grape Soda Water Flavor."

Adulteration of the article was alleged in the libel for the reason that a substance artificially flavored and artificially colored had been mixed and packed