

part from Robbinston, Me., and in part from Eastport, Me., in various consignments, namely, on or about July 15, August 26, and October 14, 1924, respectively, and transported from the State of Maine into the State of Mississippi, and charging adulteration in violation of the food and drugs act. The article was labeled in part, variously: (Can) "Holmes St. Croix Brand Always Reliable American Sardines In Cotton Seed Oil * * * Holmes Company * * * Robbinston, Maine"; "Holmes Company Maine Sardines 'ICO, Contents 3 $\frac{1}{4}$ Ozs. In Cottonseed Oil Robbinston Maine"; "Holmes St. Croix Brand * * * American Sardines * * * Packed At Robbinston, Maine, Guaranteed By Holmes Company."

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

On May 8, 1925, the Holmes Co., Robbinston, Me., claimant, having admitted the allegations of the libels and having consented to the entry of decrees, judgments of condemnation and forfeiture were 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 good and sufficient bonds, in conformity with section 10 of the act, conditioned in part that the bad portion be separated out.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13414. Adulteration of butter. U. S. v. Jacob Fachinger (Lanesville Creamery Co.). Plea of guilty. Fine, \$100 and costs. (F. & D. No. 19230. I. S. No. 4225-v.)

On May 15, 1925, the grand jurors of the United States within and for the District of Indiana, acting upon a report by the Secretary of Agriculture, upon presentment by the United States attorney for said district, returned in the District Court of the United States for said district an indictment against Jacob Fachinger, trading as the Lanesville Creamery Co., Lanesville, Ind., charging shipment by said defendant, in violation of the food and drugs act, in two consignments, namely, on June 4 and 5, 1923, respectively, from the State of Indiana into the State of Illinois, of quantities of butter which was adulterated.

Analysis by the Bureau of Chemistry of this department of a sample of the article showed that the average milk fat of 5 subdivisions was 78.18 per cent.

Adulteration of the article was charged in the indictment for the reason that a product deficient in milk fat, in that it contained less than 80 per cent by weight of milk fat, had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923, which the said article purported to be.

On May 23, 1925, the defendant entered a plea of guilty to the indictment, and the court imposed a fine of \$100 and costs.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13415. Misbranding of butter. U. S. v. Ravenna Creamery Co. Plea of guilty. Fine, \$10 and costs. (F. & D. No. 19262. I. S. No. 20657-v.)

On February 3, 1925, the United States attorney for the District of Nebraska, 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 Ravenna Creamery Co., a corporation, Ravenna, Nebr., alleging shipment by said company, in violation of the food and drugs act as amended, on or about June 6, 1924, from the State of Nebraska into the State of Wyoming, of a quantity of butter which was misbranded. The article was labeled in part: "This Package Contains One Pound Net Weight Pasteurized Creamery Butter * * * Ravenna Creamery Co. Ravenna, Nebraska."

Examination by the Bureau of Chemistry of this department of 60 packages of the product showed that the average net weight of the packages examined was 15.72 ounces.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "One Pound Net Weight," borne on the packages containing the said article, was false and misleading, in that it represented that each of said packages contained 1 pound net weight of butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of said packages contained 1 pound net weight of butter, whereas each of said packages did not contain 1 pound net weight of butter but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and