

Adulteration of the article was alleged in the libels for the reason that a product deficient in butterfat, or milk fat, had been substituted for the said article, and for the further reason that a product which contained less than 80 per cent by weight of butterfat, or 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. Adulteration was alleged with respect to a portion of the article for the further reason that a product deficient in butterfat had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality and strength.

Misbranding of the article was alleged for the reason that the statement "Butter," borne on the packages containing the said article, was false and misleading, in that it represented that the article consisted wholly of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of butter, whereas it did not consist wholly of butter but did consist of a product deficient in milk [fat] or butterfat. Misbranding was alleged for the further reason that the statement "Butter," borne on the said packages, was false and misleading, in that it represented that the article was butter, to wit, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by law, whereas it did not contain 80 per cent by weight of milk fat but did contain a less amount.

On March 17 and 30, 1925, respectively, the Harrow-Taylor Butter Co., Kansas City, Mo., having appeared as claimant for the property and having admitted the allegations of the libels, 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 it be reworked to meet the requirements of the law.

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

**13713. Misbranding and alleged adulteration of vinegar. U. S. v. 90 Barrels et al. of Vinegar. Consent decrees of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 15349, 15384, 15396, 15400, 15401, 15414. I. S. Nos. 5746-t, 5966-t, 5969-t, 5970-t, 5973-t, 5974-t, 5975-t. S. Nos. E-3547, E-3557, E-3560, E-3561, E-3569, E-3586.)**

On August 27, September 16, 26, 28, and 29, and October 10, 1921, respectively, the United States attorney for the Western District of Pennsylvania, 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 457 barrels of vinegar, remaining in the original unbroken packages in part at Pittsburgh, Pa., and in part at Carnegie, Pa., alleging that the article had been shipped by the Douglas Packing Co., Rochester, N. Y., in various consignments, in part from Canastota, N. Y., and in part from Fairport, N. Y., on or about the dates of July 21 and 26 and August 3, 5, 11, and 31, 1921, respectively, and transported from the State of New York into the State of Pennsylvania, and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: "Douglas Packing Co. Apple Cider Vinegar Made from Selected Apples \* \* \* Rochester, N. Y."

Adulteration was alleged in the libels with respect to a portion of the product for the reason that vinegar made from evaporated or dried apple products had been mixed and packed with and substituted wholly or in part for pure apple cider vinegar. Adulteration was alleged with respect to 103 barrels of the product for the reason that waste vinegar had been mixed and packed with and substituted wholly or in part for pure apple cider vinegar. Adulteration was alleged with respect to the 28 barrels of the product consigned July 21, 1921, for the further reason that it had been mixed in a manner whereby damage or inferiority was concealed.

Misbranding was alleged with respect to all the product for the reason that it was an imitation of and offered for sale under the distinctive name of another article. Misbranding was alleged with respect to the greater portion of the product for the further reason that the statements "Apple Cider Vinegar Made From Selected Apples" or "Apple Cider Vinegar Made From Selected Apples Reduced To 4½ Per Centum," as the case might be, borne on the labels, were false and misleading and deceived and misled the purchaser. Misbranding was alleged with respect to the 28 barrels of the product consigned July 21,

1921, for the reason that it was labeled "Apple Cider Vinegar Made From Selected Apples," so as to deceive and mislead the purchaser, for the further reason that the said statement was false and misleading, 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.

On August 4, 1925, the Douglas Packing Co., Rochester, N. Y., claimant, having admitted the allegations relative to the misbranding of the product and having consented to the entry of decrees of condemnation and forfeiture, judgments of the court were entered, ordering that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of bonds in the aggregate sum of \$2,091.60, in conformity with section 10 of the act, and it was further ordered by the court that the product be relabeled under the supervision of this department and that the claimant pay the storage and drayage charges.

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

**13714. Adulteration of butter. U. S. v. 18 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 20326. I. S. No. 36-x. S. No. W-1756.)

On July 24, 1925, the United States attorney for the Northern District of California, 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 18 cubes of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Lakeview Creamery, Inc., from Lakeview, Oreg., July 15, 1925, and transported from the State of Oregon into the State of California, and charging adulteration in violation of the food and drugs act. The article was labeled in part: "From Lakeview Cry. Lakeview, Ore."

Adulteration of the article was alleged in the libel for the reason that a substance deficient in milk fat had been substituted wholly or in part for the said article and in that a valuable constituent, namely, milk fat, had been in part abstracted.

On August 4, 1925, the Lakeview Creamery, Inc., Lakeview, Oreg., having appeared as claimant for the property and having 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 \$570, in conformity with section 10 of the act, conditioned in part that it be made to conform with the law under the supervision of this department.

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

**13715. Misbranding of flour. U. S. v. Crown Mills. Plea of guilty. Fine, \$50.** (F. & D. No. 19662. I. S. No. 21070-v.)

On July 14, 1925, the United States attorney for the District of Oregon, 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 Crown Mills, a corporation, Portland, Oreg., alleging shipment by said company, in violation of the food and drugs act as amended, on or about October 16, 1924, from the State of Oregon into the State of Washington of a quantity of flour which was misbranded. The article was labeled in part: "24½ Lbs."

Examination by the Bureau of Chemistry of this department of 20 sacks of the article showed an average net weight of 23.76 pounds.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "24½ Lbs.," borne on the sacks containing the article, was false and misleading, in that the said statement represented that each of the sacks contained 24½ pounds of flour, 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 the said sacks contained 24½ pounds of flour, whereas they did not but contained, in each of a number of the said sacks, less than 24½ pounds of flour. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, in that the quantity marked on the package represented more than the actual contents thereof.

On August 3, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

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