

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, since the statements "One Pound Net" and "One Pound Net Weight" were incorrect.

On August 2, 1929, the June Dairy Products Co. (Inc.), New York, N. Y., claimant, having admitted the allegations of the libel and having consented that a decree be entered condemning and forfeiting the product, judgment was entered ordering that the said product be released to the claimant upon payment of costs and the execution of a bond in the sum of \$300, conditioned in part that it be repacked in tubs and relabeled with a plain, conspicuous, and correct statement of the net weight.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16640. Adulteration of butter. U. S. v. 98 Tubbs of Butter. Decree of condemnation and forfeiture. Product released upon deposit of collateral. (F. & D. No. 23895. I. S. No. 08554. S. No. 2052.)

On June 24, 1929, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 98 tubs of butter, remaining in the original unbroken packages at Boston, Mass., consigned about June 11, 1929, alleging that the article had been shipped by the North American Creameries (Inc.), Paynesville, Minn., and transported from the State of Minnesota into the State of Massachusetts, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a substance containing less than 80 per cent by weight of milk fat had been substituted in whole or in part for butter, which the said article purported to be, the act of Congress of March 4, 1923, providing that butter contain not less than 80 per cent by weight of milk fat.

On June 27, 1929, the North American Creameries (Inc.), Boston, Mass., having appeared as claimant for the property, 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 costs and the deposit of collateral in the amount of \$2,500, conditioned in part that it be reworked under the supervision of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16641. Adulteration and misbranding of butter. U. S. v. 34 Cases of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 22824. I. S. No. 21599-x. S. No. 860.)

On April 23, 1928, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 34 cases of butter, remaining in the original unbroken packages at Jacksonville, Fla., alleging that the article had been shipped by the Elberton Creamery (Inc.), from Elberton, Ga., April 16, 1928, and transported from the State of Georgia into the State of Florida, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: (Carton) "Lake View Butter, Net Weight One Pound * * * Wilson & Company, Distributors."

It was alleged in the libel that the article was adulterated in that a product which 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; and in that a product deficient in milk fat had been substituted for butter, which the article purported to be.

Misbranding was alleged for the reason that the statement, to wit, "Butter," borne on the packages containing the article, was false and misleading and deceived and misled the purchaser in that the said statement represented that the article consisted wholly of butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by law, whereas it did not so consist, but did consist of a product containing less than 80 per cent by weight of milk fat. Misbranding was alleged for the further reason that the article was in package form and did not bear a statement of the quantity of the contents plainly and conspicuously marked on the outside of the package, since the statement "One Pound" was not correct, the packages containing less than 1 pound.