

nal unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Shepard [Point] Packing Co., from Shepard Point, Alaska, June 30, 1924, and transported from the Territory of Alaska into the State of Washington, and charging adulteration in violation of the food and drugs act.

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

On July 29, 1924, the Shepard Point Packing Co., claimant, having admitted the allegations of the libel 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 \$1,000, in conformity with section 10 of the act, conditioned in part that the good portion be separated from the bad portion under the supervision of this department, and the bad portion destroyed.

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

12805. Adulteration of butter. U. S. v. 3 Cubes, et al., of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 18905. I. S. No. 20396-v. S. No. W-1535.)

On July 29, 1924, 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 15 cubes of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Independence Creamery, Independence, Ore., May 29, 1924, and transported from the State of Oregon into the State of California, and charging adulteration in violation of the food and drugs act.

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 for the further reason that a valuable constituent, milk fat, had been wholly or in part abstracted therefrom.

On September 19, 1924, the Independence Creamery Co., Independence, Ore., 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 \$400, in conformity with section 10 of the act, conditioned in part that it be brought into compliance with the law under the supervision of this department.

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

12806. Adulteration and misbranding of butter. U. S. v. 55 Cases, et al., of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 18822, 18848, 18849. I. S. Nos. 2452-v, 2455-v, 2456-v, 2457-v. S. Nos. E-4921, E-4922, E-4923.)

On June 23 and 27 and July 1, 1924, respectively, the United States attorney for the Western District of New York, 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 430 cases of butter, remaining in the original unbroken packages at Buffalo, N. Y., alleging that the article had been shipped by the Minnesota Creamery & Produce Co., St. Paul, Minn., June 11, 1924, and transported from the State of Minnesota into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act as amended. Three hundred and thirty-nine cases of the article were labeled in part: (Retail package) "Net Weight, One Pound * * * Extra Fancy Valleybrook Creamery Butter." Thirty-six cases were labeled in part: (Wholesale package) "Sterling Butter, 30 One-Pound Cartons." Fifty-five cases were labeled in part: (Wholesale package) "30 Cartons of Butter Quarters."

Adulteration of the article was alleged in substance in the libels for the reason that a product containing excessive moisture had been mixed and packed with and substituted wholly or in part for the said article, and for the further reason that a valuable constituent, butterfat, had been wholly or in part abstracted.

Misbranding was alleged for the reason that the article was an imitation of or offered for sale under the distinctive name of another article. Misbranding was alleged for the further reason that the statement "Butter," appearing on the labels of a portion of the article, and the statement "Net