

packages, in that the respective quantities marked on the said packages represented more than the actual contents of the packages.

On March 17, 1925, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$10 and costs.

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

**13181. Misbranding of butter. U. S. v. 1 Case, et al., of Butter. Decrees of condemnation and forfeiture. Product released under bond.** (F. & D. Nos. 19799, 19815. I. S. Nos. 17401-v, 17404-v, 17405-v. S. Nos. E-5137, E 5153.)

On February 16 and 21, 1925, respectively, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 1 case containing 60 pounds, 20 boxes each containing 30 pounds, and 7 boxes each containing 50 pounds, of butter, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by the H. C. Christians Co., in part January 20, 1925, from Deerfield, Wis., and in part January 31, 1925, from Chicago, Ill., and that it had been transported from the States of Wisconsin and Illinois, respectively, into the State of Maryland, and charging misbranding in violation of the food and drugs act as amended. A portion of the article was labeled in part: (Parchment wrapper) "One Pound." The remainder of the said article was contained in cartons labeled in part: "Ayrshire Brand \* \* \* Creamery Butter Sold By H. C. Christians Co. Johnson Creek, Wis. \* \* \* Contents 1 Pound Net," and consisted of 1 pound prints and quarter-pound prints wrapped in parchment wrappers labeled, respectively: "One Pound Net" and "4 Ounces Net."

Misbranding of the article was alleged in the libels for the reason that the respective statements "One Pound," "Contents 1 Pound Net," "One Pound Net," and "4 Ounces Net," appearing in the labeling, were false and misleading and deceived and misled the purchaser. 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.

On March 13, 1925, the H. C. Christians Co., Johnson Creek, Wis., having appeared as claimant for the property and having admitted the material allegations of the libels, judgments of condemnation 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 bonds in the aggregate sum of \$624, in conformity with section 10 of the act, conditioned in part that it not be sold or disposed of until it had been plainly and conspicuously labeled showing its true contents.

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

**13182. Adulteration of butter. U. S. v. 15 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond to be reprocessed.** (F. & D. No. 19852. I. S. No. 19169-v. S. No. C-4650.)

On February 13, 1925, the United States attorney for the Northern District of Illinois, 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 tubs of butter, at Chicago, Ill., alleging that the article had been shipped by the Thorpe Dairy Co., from Thorpe, Wis., February 6, 1925, and transported from the State of Wisconsin into the State of Illinois, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that 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 article, for the further reason that a valuable constituent of the said article, to wit, butterfat, had been in part abstracted therefrom, and for the further reason that it contained less than 80 per cent of butterfat.

On March 18, 1925, the Thorpe Dairy Co., Thorpe, Wis., claimant, having admitted the allegations of the libel 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