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.*