

and misleading in that the said statements represented that the Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter consisted wholly of butter, that the said Sunlight brand butter was made by the Sunlight Creameries, Washington C. H., Ohio, that the packages containing all the various lots of butter contained 1 pound net weight, and that the wrappers enclosing a portion of the Brookfield brand butter contained 4 ounces net weight of butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter consisted wholly of butter, that the said Sunlight brand butter was made by the Sunlight Creameries, Washington C. H., Ohio, that the packages containing all the various lots of butter contained 1 pound net weight, and that the wrappers enclosing a portion of the Brookfield brand butter contained 4 ounces net weight, whereas, in truth and in fact, the said Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter did not consist wholly of creamery butter but did consist in whole or in part of a product deficient in milk fat and containing an excessive amount of water, the said Sunlight brand butter was not made by the Sunlight Creameries, Washington C. H., Ohio, but was made by the Cumberland Valley Creameries, Inc., Nashville, Tenn., the packages containing the article did not contain 1 pound net but did contain a less amount, and the wrappers enclosing the said portion of the Brookfield brand butter did not contain 4 ounces net weight but did contain a less amount. Misbranding was alleged with respect to all the said product 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 April 16, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25 and costs.

HOWARD M. GORE, *Secretary of Agriculture.*

**12517. Adulteration and misbranding of butter. U. S. v. Hanford Produce Co., a Corporation. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 18356. I. S. No. 4863-v.)**

On May 19, 1924, the United States attorney for the Northern District of Iowa, 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 Hanford Produce Co., a corporation, Sioux City, Iowa, alleging shipment by said company in violation of the food and drugs act as amended, on or about July 14, 1923, from the State of Iowa into the State of Ohio, of a quantity of butter which was adulterated and misbranded. The article was labeled in part: "1 Lb. Net Weight Hanford Trade Mark Registered Fancy Creamery Butter Hanford Produce Co. Sioux City, Iowa."

Analyses of three samples of the article by the Bureau of Chemistry of this department showed an average moisture content of 17.93 per cent and an average fat content of 78.12 per cent. Examination by said bureau showed that the average net weight of 30 packages examined was 15.83 ounces.

Adulteration of the article was alleged in the information for the reason that a product deficient in milk fat and containing an excessive amount of moisture had been substituted for butter, which the said article purported to be. Adulteration was alleged for the further reason 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.

Misbranding was alleged for the reason that the statements, to wit, "Butter" and "1 Lb. Net Weight," borne on the packages containing the article, regarding the said article and the ingredients and substances contained therein, were false and misleading in that the said statements represented that the article consisted wholly of butter, that each of the said packages contained 1 pound net weight of the said article, and that it was butter, to wit, 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, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the article consisted wholly of butter and that each of the said packages contained 1 pound net weight of the said article, whereas, in truth and in fact, it did not consist wholly of butter, but did consist of a product deficient in milk fat and containing an excessive amount of moisture, each of said packages did not contain 1 pound net weight of the article, but did contain a less

amount, and the said article did not contain 80 per cent by weight of milk fat, but did contain a less amount. 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 June 5, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100 and costs.

HOWARD M. GORE, *Secretary of Agriculture.*

**12518. Adulteration of butter. U. S. v. 25 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond to be reprocessed. (F. & D. No. 18847. I. S. No. 13280-v. S. No. E-4885.)**

On or about July 11, 1924, the United States attorney for the Southern District of New York, 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 25 tubs of butter remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Jewell Ice Cream Milk Co. from Columbus, Ohio, on or about June 27, 1924, and transported from the State of Ohio into the State of New York, 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 butterfat had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength and had been substituted in part for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been in part abstracted.

On July 24, 1924, the Jewell Ice Cream Milk Co., Columbus, Ohio, 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 of the costs of the proceedings and the execution of a bond in the sum of \$750, in conformity with section 10 of the act, conditioned in part that it be reprocessed under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*

**12519. Adulteration and misbranding of butter. U. S. v. 35 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond to be reprocessed. (F. & D. No. 18844. I. S. No. 12858-v. S. No. E-4878.)**

On July 2, 1924, the United States attorney for the Southern District of New York, 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 35 tubs of butter remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Eagle Valley Cooperative Creamery from Clarissa, Minn., June 22, 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. The article was labeled in part: "Guaranteed Pasteurized Butter Made from Sweet Cream."

Adulteration of the article was alleged in the libel for the reason that a substance deficient in butterfat had been mixed and packed therewith so as to reduce lower, and injuriously affect its quality and strength and had been substituted in part for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, to wit, butterfat, had been in part abstracted.

Misbranding was alleged for the reason that the article was falsely branded as to the State in which it was manufactured or produced, for the further reason that it was an imitation of or offered for sale under the distinctive name of another article, to wit, butter, and for the further reason that the label bore the statement "Butter," which was false and misleading and deceived and misled the purchaser.

On July 25, 1924, the Eagle Valley Creamery Co., 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 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 it be reprocessed under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*