

Misbranding was alleged for the reason that the statements, "Creamery Butter", and "Standard Grade Butter", were false and misleading, and for the further reason that the article was labeled so as to deceive and mislead the purchaser, since the said statements represented that the article was butter, a product which should contain not less than 80 percent by weight of milk fat as required by law, whereas it was not.

On October 24, 1933, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

M. L. WILSON, *Acting Secretary of Agriculture.*

**21667. Adulteration of butter.** U. S. v. Otto C. Larsen (Akron Creamery Co.). Plea of guilty. Fine, \$10 and costs. (F. & D. no. 30260. Sample no. 12455-A.)

This case was based on a shipment of butter, samples of which were found to contain less than 80 percent by weight of milk fat, the standard for butter established by Congress.

On October 16, 1933, the United States attorney for the Northern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Otto C. Larsen, trading as the Akron Creamery Co., at Akron, Iowa, alleging shipment by said defendant in violation of the Food and Drugs Act, on or about August 26, 1932, from the State of Iowa into the State of New York, of a quantity of butter that was adulterated.

It was alleged in the information that the article was adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent by weight of milk fat as provided by the act of March 4, 1923.

On October 16, 1933, a plea of guilty to the information was entered on behalf of the defendant, and the court imposed a fine of \$10 and costs.

M. L. WILSON, *Acting Secretary of Agriculture.*

**21668. Adulteration of evaporated apples.** U. S. v. Manuel J. Davis (M. J. Davis). Plea of guilty. Fine, \$5. (F. & D. no. 30167. I.S. no. 47166.)

This case was based on an interstate shipment of evaporated apples that were found to be in part insect-infested, decomposed, and dirty.

On June 12, 1933, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Manuel J. Davis, trading as M. J. Davis and residing near Sebastopol, Calif. It was alleged in the information that on or about November 16, 1931, a quantity of evaporated apples had been shipped in interstate commerce from Sebastopol, Calif., to New Orleans, La., that the article had been sold under a contract executed by the defendant which contained a guaranty that the article conformed with the provisions of the Federal Food and Drugs Act, that the article was adulterated in violation of said act, and that the defendant was amenable to the prosecution and penalties which would, but for said guaranty, have attached to the shipper.

The information charged that the article was adulterated in that it consisted in part of a filthy and decomposed vegetable substance, owing in part to the presence therein of worm excreta.

On October 4, 1933, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$5.

M. L. WILSON, *Acting Secretary of Agriculture.*

**21669. Adulteration of evaporated apples.** U. S. v. Ah Wah. Plea of guilty. Fine, \$5. (F. & D. no. 30166. I.S. no. 47165.)

This case was based on an interstate shipment of evaporated apples which were found to be in part insect-infested, decomposed, and dirty.

On June 12, 1933, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Ah Wah, Sebastopol, Calif. It was alleged in the information that on or about November 16, 1931, a quantity of evaporated apples had been shipped in interstate commerce from Sebastopol, Calif., to New Orleans, La., that the article had been sold under a contract executed by the defendant, which contained a guaranty that the article conformed with the provisions of the Federal Food and Drugs Act, that the article was adulterated in violation of said act; and that the defendant was amenable