

Orleans, La., alleging that the article had been shipped in interstate commerce on or about April 22 and 30 and May 8, 1941, by Bell Creamery Co. from Hugo, Okla.; and charging that it was adulterated and misbranded.

Portions of the article were labeled in part: (Parchment wrapper) "Gold Medal Brand Creamery Butter * * * Distributed by [or "Packed expressly for"] Longino & Collins New Orleans, La.," or "Elegant Creamery Butter * * * Gerde Newman & Company Distributors"; (retail cartons) "Hartson's Best Butter Packed Especially for W. H. Hartson * * * One Pound Net Weight"; (some of the tubs) "Gold Medal Butter."

The article was alleged to be adulterated in that it consisted in whole or in part of a decomposed substance; portions were alleged to be adulterated further in that it consisted in whole or in part of a filthy substance; and certain portions were alleged to be adulterated still further 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 of milk fat as provided by law.

A portion was alleged to be misbranded in that it was labeled "Butter," which was false and misleading since it contained less than 80 percent of milk fat; and portions were alleged to be misbranded in that the tubs in which it was packed did not bear a statement of the name and address of the manufacturer, packer, or distributor, and (certain lots) a statement of net weight and the name of the product.

On July 8, 1941, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

2364. Adulteration of butter. U. S. v. Benewah Creamery, Inc. Plea of nolo contendere. Fine, \$100. (F. D. C. No. 4144. Sample Nos. 52277-E, 52571-E, 52576-E.)

This product contained less than 80 percent of milk fat.

On August 18, 1941, the United States attorney for the Eastern District of Washington filed an information against Benewah Creamery, Inc., Spokane, Wash., alleging shipment within the period from on or about December 11, 1940, to on or about January 27, 1941, from the State of Washington into the States of Oregon and Idaho, of quantities of butter which was adulterated.

The article was alleged to be adulterated in that a valuable constituent, milk fat, had been in part omitted therefrom; and in that a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

On September 25, 1941, a plea of nolo contendere was entered on behalf of the defendant and the court imposed a fine of \$35 each on counts I and II and a fine of \$30 on count III.

2365. Adulteration of butter. U. S. v. Edward A. Best and Isabel J. Best (Best Bros. Creamery). Pleas of nolo contendere. Fines, \$200. (F. D. C. No. 4135. Sample No. 8301-E.)

On June 4, 1941, the United States attorney for the Western District of Michigan filed an information against Edward A. Best and Isabel J. Best, copartners, trading as Best Bros. Creamery at Iron Mountain, Mich., alleging shipment by said defendants on or about January 22, 1941, from the State of Michigan into the State of Wisconsin of a quantity of butter that was adulterated. It was labeled in part: "Best's Creamery Butter * * * Distributed By Lauerman Brothers Co. Marinette, Wis. Oconto, Wis."

The article was alleged to be adulterated in that a valuable constituent, milk fat, had been in part omitted therefrom; and in that a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

On October 7, 1941, the defendants having entered pleas of nolo contendere, the court imposed a fine of \$100 against each.

2366. Adulteration of butter. U. S. v. Blue Bell Creameries. Plea of nolo contendere. Fine, \$300. (F. D. C. No. 2932. Sample Nos. 35004-E, 35005-E, 35006-E.)

On May 17, 1941, the United States attorney for the Western District of Texas filed an information against the Blue Bell Creameries, a corporation, Brenham, Tex., alleging that on or about May 4, 1940, the defendant gave to the Houston Packing Co. of Houston, Tex., a guaranty that all butter or dairy products delivered or shipped by the defendant to Houston Packing Co. would not be adulterated in violation of the Federal Food, Drug, and Cosmetic Act; that within the period from on or about May 22 to May 31, 1940, the defendant sold and delivered to Houston Packing Co. a quantity of butter; and that the