

**5467. Adulteration of butter. U. S. v. 18 Cubes (1,134 pounds) of Butter. Decree of condemnation. Product ordered released under bond to be reworked.** (F. D. C. No. 10339. Sample No. 10860-F.)

On July 15, 1943, the United States attorney for the Northern District of California filed a libel against 18 cubes of butter at San Francisco, Calif., alleging that the article was shipped in interstate commerce on or about June 29, 1943, by the Moundridge Co-op. Creamery Co. from Moundridge, Kans.; and charging that it was adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter.

On August 4, 1943, O. Casperson & Sons, San Francisco, Calif., having appeared as claimant, judgment of condemnation was entered and the product was ordered released upon the deposit of cash collateral, conditioned that it be made to conform with the law under the direction of the Food and Drug Administration. The product was reworked to the legal standard.

**5468. Adulteration of butter. U. S. v. 14 Tubs of Butter. Consent decree of condemnation. Product ordered released upon execution of bond or deposit of cash collateral, conditioned that it be reworked.** (F. D. C. No. 7626. Sample No. 89645-E.)

On June 2, 1942, the United States attorney for the Southern District of New York filed a libel against 14 tubs, each containing approximately 64 pounds, of butter, at New York, N. Y., alleging that the article had been shipped on or about May 22, 1942, by the Pemberton Cooperative Creamery Co., Pemberton, Minn.; and charging that it was adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter. The article was labeled in part: (Tubs) "Butter S & W Waldbaum Inc \* \* \* Distributors New York, N. Y."

On June 13, 1942, the Pemberton Cooperative Creamery Co., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released upon execution of a bond or deposit of cash collateral, conditioned that it be reworked so that it would comply with the law.

**5469. Adulteration and misbranding of butter. U. S. v. Moundridge Cooperative Creamery Co. Plea of guilty. Fine, \$25 and costs.** (F. D. C. No. 10552. Sample No. 11293-F.)

On October 11, 1943, the United States attorney for the District of Kansas filed an information against the Moundridge Cooperative Creamery Co., Moundridge, Kans., alleging shipment on or about April 27, 1943, from the State of Kansas into the State of California of a quantity of butter that was adulterated and misbranded.

It 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.

It was alleged to be misbranded in that it was in package form and did not bear a label containing the name and place of business of the manufacturer, packer, or distributor; and in that it was in package form and did not bear a label containing an accurate statement of the quantity of the contents, that is, the label on the packages bore no statement of the quantity of the contents.

On December 13, 1943, a plea of guilty was entered on behalf of the defendant and the court imposed a fine of \$25 and costs.

**5470. Adulteration and misbranding of butter. U. S. v. Rising Sun Creamery, Inc. Plea of guilty. Fine, \$50.** (F. D. C. No. 9681. Sample Nos. 31720-F, 31895-F, 31897-F, 48013-F.)

A portion of this product was short weight and a part was deficient in milk fat.

On August 24, 1943, the United States attorney for the Southern District of Indiana filed an information against the Rising Sun Creamery, Inc., Rising Sun, Ind., alleging shipment on or about November 20, 1942, and February 24, and 26 and April 21, 1943, from the State of Indiana into the State of Ohio of quantities of butter, a portion of which was adulterated and the remainder of which was misbranded. It was labeled in part: (Wrappers) "8 Oz. Net Indiana Ideal \* \* \* Creamery Butter," or "Cottage Butter \* \* \* ¼ Lb. Net Weight."

The shipments of "Cottage Butter" on February 26 and April 21, 1943, were alleged to be adulterated in that a valuable constituent, milk fat, had been in whole or 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.

The shipments of "Creamery Butter" and "Cottage Butter" on November 20, 1942, and February 24, 1943, respectively, were alleged to be misbranded (1) in

that the statements "8 Oz. Net" or "¼ Lb. Net Weight," appearing on the wrappers enclosing the prints of butter, were false and misleading since the prints contained less than the amount declared; and (2) in that they were in package form and the label on the wrappers failed to bear an accurate statement of the quantity of the contents in terms of weight.

On September 18, 1943, the defendant having entered a plea of guilty, the court imposed a fine of \$50.

**5471. Adulteration and misbranding of butter. U. S. v. 49 Cases of Butter (and 2 other seizure actions against butter). Decrees of condemnation. Portion of product ordered sold for conversion into soap or other technical purpose. Remainder ordered released under bond, a portion to be reworked and a portion to be repacked and relabeled.** (F. D. C. Nos. 8227, 10889, 10976. Sample Nos. 1505-F, 6895-F, 9084-F, 9085-F, 41283-F, 41284-F.)

One shipment of this product contained mold and the remaining shipments were deficient in milk fat with one of such shipments also being short weight.

On or about August 4, 1942, and August 30 and September 20, 1943, the United States attorneys for the Eastern District of Michigan, the Northern District of Texas, and the Western District of Missouri filed libels against 49 30-pound cases of butter at Detroit, Mich., 281 30-pound cases and 1,704 32-pound cases of butter at Dallas, Tex., and 91 60-pound boxes of butter at Springfield, Mo., alleging that the article had been shipped in interstate commerce on or about July 28, 1942, and May 25 and June 7, 1943, by Armour & Co. from Chicago, Ill., Oklahoma City, Okla., and Winfield, Kans.; and charging that it was adulterated and that a portion was misbranded. The lot at Detroit was labeled, in part, "Goldendale Butter"; the lot at Springfield was labeled, in part, "Armour's Cloverbloom Butter," and the lot at Dallas was labeled, in part, "Butter Armour Creameries Distributors \* \* \* Net Wt. 30 lbs. [or "Net Wt. 32 lbs."]."

The portion of the article located at Detroit was alleged to be adulterated in that it consisted in whole or in part of a filthy, putrid, or decomposed substance and the portions at Springfield and Dallas were alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter.

The portion of the article at Dallas was also alleged to be misbranded in that the labeling was false and misleading as applied to an article that was short weight, since the average net weight of the cases was less than the amount set forth on the label, and in that it was in package form and failed to bear a label containing an accurate statement of the quantity of the contents.

On September 25, 1942, judgment of condemnation was entered against the portion of the product at Detroit, and it was ordered sold for conversion into soap or other technical purposes. On September 30, 1943, and January 25, 1944, Armour & Co., claimant, having consented to the entry of decrees with respect to the remaining portions of the product, judgments of condemnation were entered and the portion of the product at Springfield was ordered released under bond for reworking under the supervision of the Food and Drug Administration, and the portion at Dallas was ordered released under bond for relabeling and repacking.

**5472. Adulteration and misbranding of butter. U. S. v. 6 Cartons (192 pounds) of Butter (and 3 other seizure actions against butter). Decrees of condemnation. Portion of product ordered disposed of for salvage fat; remainder released under bond, one lot to be disposed of as animal feed, the remainder to be repacked to the declared weight.** (F. D. C. Nos. 10302, 10396, 12034, 12035. Sample Nos. 42196-F, 52909-F, 79211-F, 79212-F.)

Portions of this product were found to contain mold and portions were short weight.

Between July 9, 1943, and March 16, 1944, the United States attorneys for the District of Columbia and the District of Maryland filed libels against 6 cartons of butter at Baltimore, Md., and 50 cases, 46 cartons, and 11 boxes of butter at Washington, D. C., alleging that the article had been shipped in interstate commerce within the period from on or about June 25, 1943, to February 28, 1944, by the Merchants Creamery Co. from Cincinnati, Ohio; and charging that it was adulterated and misbranded. The article was labeled in part: (Wrapper) "Forest Brook Brand Creamery Butter Packed For Kingan & Company \* \* \* Indianapolis, Ind.," "Springfield Brand Creamery Butter," or "Rose Brand Creamery Butter One Pound Net Weight [or "One Pound Net."]."

A portion of the article seized (6 cartons and 50 cases) was alleged to be adulterated in that it consisted in whole or in part of a decomposed substance.