

LABEL, IN PART: "Transpac Marshmallow Creme Net Contents 8 Oz. by Weight."

NATURE OF CHARGE: Misbranding, Section 403(e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: June 23, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered delivered to a charitable or public institution.

DAIRY PRODUCTS*

BUTTER

The following cases report actions involving butter that consisted in whole or in part of filthy or decomposed substances, Nos. 9059 to 9062; that was below the legal standard for milk fat content, Nos. 9059, 9062 to 9075; and that was short of the declared weight, Nos. 9059, 9076.

9059. Adulteration and misbranding of butter. U. S. v. Colonial Stores, Inc. Plea of nolo contendere. Fine, \$600. (F. D. C. No. 14317. Sample Nos. 34913-F, 34924-F.)

INFORMATION FILED: July 9, 1945, Northern District of Georgia, against Colonial Stores, Inc., a corporation, Atlanta, Ga.

ALLEGED SHIPMENT: On or about August 3 and 30, 1944, from the State of Georgia into the State of Alabama.

LABEL, IN PART: "Superior Brand Butter One Pound Net * * * Made * * * by Jefferson Creamery Inc. Americus, Ga."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of ants, one other insect, insect parts, insect fragments, a hair (probably human), and a feather barb, and of a decomposed substance as evidenced by the presence of mold; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

Misbranding, Section 403 (e) (2), the label of the article failed to bear an accurate statement of the quantity of the contents since the cartons contained less than the declared weight, "One Pound Net."

DISPOSITION: October 1, 1945. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$150 on each of the 4 counts.

9060. Adulteration of butter. U. S. v. the Hollywood Creamery Co. Plea of nolo contendere. Fine, \$15. (F. D. C. No. 15552. Sample Nos. 86309-F to 86311-F, incl.)

INFORMATION FILED: June 27, 1945, District of Colorado, against the Hollywood Creamery Co., a corporation, Colorado Springs, Colo. The defendant was charged with giving a false guaranty. The guaranty was given to Armour & Co., of Chicago, Ill., on or about February 26, 1943. It provided that the article comprising each shipment or delivery made by the defendant to the latter firm would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about November 3, 1944, the defendant sold and delivered to Armour and Co. a quantity of butter which was shipped on the same date by Armour and Co. from the State of Colorado into the State of Arizona.

LABEL, IN PART: "Armour's Cloverbloom * * * Butter."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of insect fragments and feather barbules; and, Section 402 (a) (4), it had been prepared, packed, or held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: August 30, 1945. A plea of nolo contendere having been entered on behalf of the defendant, a fine of \$5 on each count, a total fine of \$15, was imposed.

*See also Nos. 9176, 9177.