

ALLEGED SHIPMENT: On or about July 14, 1951, by the West Point Creamery, from West Point, Nebr.

PRODUCT: 19 cases, each containing 32 1-pound packages, of butter at Sioux City, Iowa.

LABEL, IN PART: (Wrapper) "Armour Cloverbloom Butter * * * Armour Creameries Distributors Chicago, Ill."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: July 28, 1951. The West Point Creamery, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking, under the supervision of the Federal Security Agency.

18065. Adulteration of butter. U. S. v. 15 Cartons (960 pounds) * * *. (F. D. C. No. 31692. Sample No. 19617-L.)

LIBEL FILED: July 6, 1951, Northern District of Illinois.

ALLEGED SHIPMENT: On or about June 26, 1951, by the Marietta Creamery Co., from Marietta, Minn.

PRODUCT: 15 cartons, each containing 64 pounds, of butter at Chicago, Ill.

LABEL, IN PART: "Creamery Butter Distributed By Saul Stone & Co. Chicago, Ill."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: August 15, 1951. Saul Stone & Co., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered the product be released under bond for reworking under the supervision of the Federal Security Agency.

18066. Misbranding of butter. U. S. v. 100 Cases * * *. (F. D. C. No. 31694. Sample No. 5704-L.)

LIBEL FILED: August 24, 1951, District of Massachusetts.

ALLEGED SHIPMENT: On or about July 24, 1951, by the Independent Creamery, from Kansas City, Mo.

PRODUCT: 100 cases, each containing 32 boxes, of butter at Boston, Mass.

LABEL, IN PART: (Box) "Overland Creamery Butter. 1 Lb. Net Packed For S. S. Pierce Co., Boston, Mass."

NATURE OF CHARGE: Misbranding, Section 403 (e) (2), the package of the article did not bear an accurate statement of the quantity of the contents since the statement "1 Lb. Net" was incorrect. (Examination showed that the article was short of the declared weight.)

DISPOSITION: September 21, 1951. The H. A. Hovey Co., Boston, Mass., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond to be brought into compliance with the law by repacking it in bulk and labeling each bulk container correctly as to the quantity of the contents, under the supervision of the Federal Security Agency.