

13233. Adulteration and misbranding of butter. U. S. v. Mutual Creamery Co. Plea of guilty. Fine, \$330. (F. & D. No. 18740. I. S. Nos. 8416-v, 8417-v, 8418-v, 8419-v, 8422-v, 8423-v, 8425-v, 12076-v, 12077-v, 12078-v, 12080-v.)

On October 3, 1924, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Mutual Creamery Co., a corporation, trading at Portland, Oreg., alleging shipment by said company, in violation of the food and drugs act as amended, in various consignments, namely, on or about the respective dates of January 15, 17, 18, 21, and 22, and February 1, 14, and 19, [1924] from the State of Oregon into the State of Washington, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. The article was labeled, variously: (Package) "Cascade Pasteurized Butter Net Weight One Pound When Packed * * * Guaranteed by Mutual Creamery Company, Manufacturers and Distributors"; "Maid o'Clover Butter * * * One Pound Pasteurized Creamery Butter Mutual Creamery Co."; "Maid o'Clover * * * Four-In-One Butter * * * One Pound Net Pasteurized Creamery Butter Guaranteed by Mutual Creamery Company"; "Rock Creek Quality One Pound Pasteurized Creamery Butter Mutual Creamery Company"; "Maid o'Clover * * * Butter * * * One Pound Net Pasteurized Creamery Butter Guaranteed by Mutual Creamery Company."

Analyses by the Bureau of Chemistry of this department of samples of the article showed that both the Maid o'Clover butter and the Rock Creek butter contained less than 80 per cent of butterfat and a number of the consignments contained excessive water. Examination of the article by said bureau showed that the product in all the consignments was short weight, the average shortages ranging from 0.45 per cent to 3.56 per cent.

Adulteration was alleged in the information with respect to the above six lots of Maid o'Clover butter and the two lots of Rock Creek butter for the reason that a product deficient in milk fat and in certain instances containing an excessive amount of moisture had been substituted for butter, which the article purported to be, and for the further reason that a product which contained less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923, which the said article purported to be.

Misbranding was alleged with respect to the above six lots of Maid o'Clover butter and the two lots of Rock Creek butter for the reason that the statement, to wit, "Butter," borne on the packages containing the article, was false and misleading, in that it represented that the said article consisted wholly of butter, for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of butter, and for the further reason that the said statement represented that the article was butter, to wit, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923, whereas the said article did not consist wholly of butter but did consist of a product deficient in milk fat and containing in certain instances excessive moisture, and did not contain 80 per cent by weight of milk fat but did contain a less amount.

Misbranding was alleged with respect to the product involved in all the consignments for the reason that the statements, to wit, "Net Weight One Pound," "One Pound," or "One Pound Net," as the case might be, borne on the said packages, were false and misleading, in that they represented that each of the packages contained 1 pound of the article, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchasers into the belief that each of the said packages contained 1 pound of the said article, whereas they did not but did contain a less amount. Misbranding was alleged with respect to the product involved in all the consignments for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On February 27, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$330.

R. W. DUNLAP, *Acting Secretary of Agriculture.*