

15692. Misbranding of butter. U. S. v. 25 Cases of Butter. Decree of condemnation and forfeiture entered. Product released under bond. (F. & D. No. 22661. I. S. No. 23285-x. S. No. 625.)

On or about February 15, 1928, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 25 cases of butter, remaining in the original unbroken packages at New Orleans, La., alleging that the article had been shipped by the Sunlight Produce Co., Neosho, Mo., on or about January 30, 1928, and transported from the State of Missouri into the State of Louisiana, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Carton) "One Pound Net Sunlight Creamery Butter."

It was alleged in the libel that the article was short in weight and was misbranded, in that the statement, "One Pound Net," borne on the label, was false and misleading and deceived and misled the purchaser, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On February 24, 1928, the Sunlight Produce Co., Neosho, Mo., having appeared as claimant for the property and having admitted the allegations of the libel, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$700, conditioned in part that it be reshipped to the claimant to be reworked and reconditioned in compliance with the law, and not be sold or disposed of until inspected by a representative of this department.

W. M. JARDINE, *Secretary of Agriculture.*

15693. Adulteration and misbranding of butter. U. S. v. 10 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 22716. I. S. No. 24387-x. S. No. 724.)

On March 29, 1928, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 10 cubes of butter, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Mutual Creamery Co., Grand Junction, Colo., on or about March 15, 1928, and transported from the State of Colorado into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a substance deficient in butterfat had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article.

On April 11, 1928, the Mutual Creamery Co., Grand Junction, Colo., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$400, conditioned in part that it be reworked so as to contain at least 80 per cent of butterfat.

W. M. JARDINE, *Secretary of Agriculture.*

15694. Adulteration and misbranding of butter. U. S. v. Golden State Milk Products Co. Plea of guilty. Fine, \$400. (F. & D. No. 22537. I. S. Nos. 11087-x, 11088-x, 11089-x, 11090-x, 12826-x, 12827-x, 12829-x, 12830-x, 12131-x, 12832-x, 12833-x, 12834-x, 12835-x, 12836-x, 12838-x, 12839-x, 17172-x.)

At the January, 1928, term of the United States District Court within and for the Southern District of California the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the District Court aforesaid an information against the Golden State Milk Products Co., a corporation, El Centro, Calif., alleging shipment by said company, in violation of the food and drugs act as amended, in various consignments, between the dates of September 30, 1926, and April 21, 1927, from the State of California into the States of Arizona, New Mexico, and Texas, of quantities of butter which was misbranded and a portion of which was also adulterated. The article was labeled in part: (Carton) "Golden State Brand Butter Packed

and Distributed by Golden State Milk Products Company * * * San Francisco * * * Net Weight 1 Pound."

Adulteration was alleged in the information with respect to a portion of the product for the reason that a substance purporting to be butter, but which was not butter, in that it contained less than 80 per cent by weight of milk fat, had been substituted for butter, a product which must contain not less than 80 per cent by weight of milk fat as required by the act of March 4, 1923.

Misbranding was alleged for the reason that the statement "Net Weight 1 Pound," borne on the packages containing the article, and the statement "Butter," borne on a portion of the said packages, were false and misleading in that the said statements represented that the packages each contained 1 pound of the article and that the article contained therein was butter, to wit, an article containing not less than 80 per cent by weight of milk fat as required by law, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the packages each contained 1 pound of the article and that the article contained therein was butter, to wit, an article containing not less than 80 per cent by weight of milk fat as required by law, whereas each of a number of said packages contained less than 1 pound of the article and a portion of the said article contained less than 80 per cent by weight of milk fat. Misbranding was alleged 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 package.

On April 2, 1928, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$400.

W. M. JARDINE, *Secretary of Agriculture.*

15695. Adulteration and misbranding of cottonseed meal and cottonseed feed. U. S. v. Americus Oil Co. Plea of nolo contendere. Fine, \$100. (F. & D. No. 19784. I. S. Nos. 6561-x, 6567-x, 6609-x, 6611-x, 6663-x, 6666-x.)

On June 4, 1927, the United States attorney for the Middle District of Georgia, 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 Americus Oil Co., a corporation, Americus, Ga., alleging shipment by said company, in violation of the food and drugs act, in various consignments, on or about September 12, September 30, October 9, October 16, December 31, 1925, and January 1, 1926, respectively, from the State of Georgia into the State of Florida, of quantities of cottonseed meal, second-class cottonseed meal, and cottonseed feed which were adulterated and misbranded. The so-called cottonseed meal was labeled in part: "Guaranteed Analysis Ammonia 7.00%, Protein 36.00%, Fat—not less than 5.50% * * * Fibre—not more than 12.50% * * * Mfd. By Americus Oil Co. Americus, Ga." The so-called second-class cottonseed meal was labeled in part: "Bright Second Class Cotton Seed Meal * * * Guaranteed Analysis Ammonia (actual and potential) 7.00% (Equivalent 36% protein)." The cottonseed feed was labeled in part: "Guaranteed Analysis Protein 36.00% * * * Nitrogen 5.75%, Fibre 14.00%," and was billed as cottonseed meal and invoiced as prime 36 per cent protein cottonseed meal.

Adulteration was alleged in the information with respect to the cottonseed meal in that a cottonseed feed deficient in protein (ammonia) and fat and containing excessive fiber had been substituted for cottonseed meal, labeled as aforesaid.

Misbranding of the said cottonseed meal was alleged for the reason that the statements, to wit, "Cotton Seed Meal Guaranteed Analysis Ammonia 7.00%, Protein 36.00%, Fat—not less than 5.50%, Fibre—not more than 12.50%," borne on the label, were false and misleading, in that the said statements represented that the article was cottonseed meal containing 7 per cent of ammonia and 36 per cent of protein, and not less than 5.50 per cent of fat and not more than 12.50 per cent of fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was cottonseed meal containing the declared amounts of ammonia, protein, fat, and fiber, whereas it was not, but was a cottonseed feed containing less than 7 per cent of ammonia, less than 36 per cent of protein, less than 5.50 per cent of fat, and more than 12.50 per cent of fiber.

Adulteration of the second-class cottonseed meal was alleged for the reason that a cottonseed feed, an article containing less than 7 per cent of ammonia, the equivalent of 36 per cent of protein, had been substituted for second-class cottonseed meal, labeled as aforesaid.