

from; and in that a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

On June 2, 1941, a plea of guilty was entered on behalf of the defendant and the court imposed a fine of \$250 and costs.

1919. Misbranding of butter. U. S. v. Walter H. Green (Jersey Creamery). Plea of guilty. Fine, \$75. (F. D. C. No. 2983. Sample Nos. 44085-E, 44086-E, 44193-E.)

On May 3, 1941, the United States attorney for the District of Wyoming filed an information against Walter H. Green, trading as Jersey Creamery at Sheridan, Wyo., alleging shipment on or about December 4 and 18, 1940, and January 7, 1941, from the State of Wyoming into the State of Montana, of quantities of butter that was misbranded. The article was labeled in part: "1 Pound Net Red Rose Brand Creamery Butter."

The butter was alleged to be misbranded in that the statement "1 Pound Net," appearing on the cartons, was false and misleading since each of the cartons did not contain 1 pound net of said food, but did contain a smaller amount; and in that it was in package form and its label did not bear an accurate statement of the quantity of contents in terms of weight.

On May 20, 1941, the defendant having entered a plea of guilty, the court imposed a fine of \$25 on each of the 3 counts, totaling \$75.

1920. Adulteration of butter. U. S. v. Spring Valley Butter Co. Plea of guilty. Fine, \$100. (F. D. C. No. 922. Sample No. 67716-D.)

On May 27, 1940, the United States attorney for the Southern District of Texas filed an information against the Spring Valley Butter Co., a corporation trading at Houston, Tex., alleging shipment by said company on or about July 29, 1939, from the State of Texas into the State of New York of a quantity of butter that was adulterated in that a valuable constituent, milk fat, had been in part omitted from the article, and in that a product which contained less than 80 percent by weight of milk fat had been substituted for butter. The article was labeled in part: "J. R. Kramer, Inc. New York."

On August 21, 1940, a plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$100.

1921. Adulteration of butter. U. S. v. 49 Cubes of Butter. Consent decree of condemnation. Product ordered released under bond for conversion into refined butter oil. (F. D. C. No. 3841. Sample Nos. 55938-E, 55944-E.)

Samples of this product were found to be decomposed.

On February 4, 1921, the United States attorney for the Western District of Washington filed a libel against 49 cubes of butter at Seattle, Wash., alleging that the article had been shipped in interstate commerce on or about January 25, 1941, by the Northern Creamery Co. from Great Falls, Mont.; and charging that it was adulterated in that it consisted in whole or in part of a filthy or decomposed animal substance.

On May 22, 1941, the Beatrice Creamery Co., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for conversion into refined butter oil.

Nos. 1922 to 1939 report the seizure and disposition of butter that was deficient in milk fat.

1922. Adulteration and misbranding of butter. U. S. v. 14 Cases of Butter (and 3 additional seizures of butter). Default decrees of condemnation. Portion of product ordered delivered to charitable association; remainder ordered destroyed. (F. D. C. Nos. 2353, 2371, 2372, 2373. Sample Nos. 9609-E, 35003-E to 35008-E, incl.)

This product was not only deficient in milk fat but in addition certain of the lots were found to contain insect fragments and mold.

On June 24, 1940, the United States attorneys for the Western District of Louisiana and the Eastern District of Louisiana filed libels against 14 cases of butter at Lake Charles, La., and 26 cases at New Orleans, La., alleging that the article had been shipped in interstate commerce within the period from on or about June 1 to on or about June 12, 1940, by Houston Packing Co., from Houston, Tex.; and charging that it was adulterated and that a portion was misbranded. It was labeled in part: "Jasmine Brand [or "Homewood Brand"] Creamery Butter * * * Distributed by Houston Packing Co., Houston, Texas."

The article in all lots was 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 seized at New Orleans, La., with the exception of 3 cases, was alleged to be adulterated further in that it consisted in whole or in part of a filthy substance.

The article in all of the lots seized at New Orleans, La., was alleged to be misbranded in that it was labeled "Butter," when it was not in fact butter as required by law.

On August 1 and September 16, 1940, no claimant having appeared, judgments of condemnation were entered and the lot seized at Lake Charles, La., was ordered delivered to a charitable association and those lots seized at New Orleans, La., were ordered destroyed.

1923. Adulteration and misbranding of butter. U. S. v. 33 Tubs and 5 Tubs of Butter. Consent decree of condemnation. Product ordered released under bond to be reworked. (F. D. C. Nos. 3023, 3278. Sample Nos. 33351-E, 34171-E.)

On September 5 and October 15, 1940, the United States attorney for the District of New Jersey filed libels against 38 tubs, each containing 64 pounds, of butter at Jersey City, N. J., alleging that the article had been shipped in interstate commerce on or about August 20 and September 24, 1940, by Avon Farmers Creamery, Avon, Minn., from Albany, Minn.; and charging that it was adulterated and misbranded. It was labeled in part: "Breakstone Bros. Inc. Distributors New York N. Y."

The article was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter. It was alleged to be misbranded in that the statement "Butter," appearing on the label, was false and misleading since it was not correct.

On January 6, 1941, Avon Farmers Creamery, claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond conditioned that it be reworked so that it contain at least 80 percent of butterfat.

1924. Adulteration and misbranding of butter. U. S. v. 9 Cartons of Butter. Consent decree of condemnation. Product ordered released under bond to be reworked. (F. D. C. No. 5005. Sample No. 56618-E.)

On June 16, 1941, the United States attorney for the Southern District of New York filed a libel against 9 cartons, each containing approximately 60 pounds, of butter at New York, N. Y., alleging that the article had been shipped on or about May 29, 1941, by Clinton Creamery, Clinton, Minn., from Minneapolis, Minn.; and charging that it was adulterated and misbranded. It was labeled in part: "Butter Distributed By Zenith-Godley Co. N. Y."

The article was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter. It was alleged to be misbranded in that it was labeled "Butter," which was false and misleading since it contained less than 80 percent milk fat.

On June 27, 1941, Clinton Creamery Co., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond conditioned that it be reworked so that it comply with the law.

1925. Adulteration and misbranding of butter. U. S. v. 48 Cartons and 90 Cartons of Butter. Consent decrees of condemnation. Product ordered released under bond to be reworked. (F. D. C. Nos. 3206, 3279. Sample Nos. 34156-E, 34172-E.)

On October 3 and 15, 1940, the United States attorney for the District of New Jersey filed libels against 138 cartons, each containing 63 pounds, of butter at Jersey City, N. J., alleging that the article had been shipped in interstate commerce on or about September 14 and 23, 1940, by Farmers Cooperative Creamery Association, Ramona, S. Dak.; and charging that it was adulterated and misbranded. It was labeled in part: "Breakstone Bros., Inc. New York Distributors."

The article was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter. It was alleged to be misbranded in that the statement "Butter," appearing on the label, was false and misleading since it was not correct.

On December 12, 1940, the Ramona Cooperative Creamery Co., Ramona, S. Dak., claimant, having admitted the allegations of the libels, judgments of condemnation were entered and the product was ordered released under bond conditioned that it be reworked so that it contain at least 80 percent of butterfat.