

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.