

Virginia, Southern District of Florida, Eastern District of South Carolina, Northern District of Alabama, Eastern District of Virginia, and Western District of Tennessee filed libels against a total of 155 1-pound cartons, 98 21/32 cases, each full case containing 32 pounds, 3 63-pound tubs, and 26 68-pound cubes of butter in various lots at Cincinnati, Ohio, Philadelphia, Pa., Charleston and Huntington, W. Va., Tampa and Miami, Fla., Charleston, S. C., Birmingham, Ala., Norfolk, Va., and Memphis, Tenn., alleging that the article had been shipped in interstate commerce within the period from on or about May 19 to June 26, 1942, by Armour Creameries, from Louisville, Ky., Springfield, Mo., and Bismarck, N. Dak.; and charging that it was adulterated and misbranded. Portions of the article were labeled in part: "Armour's Cloverbloom Butter," or "Avondale Butter."

The portions seized at Charleston and Huntington, W. Va., Tampa and Miami, Fla., Charleston, S. C., Birmingham, Ala., Norfolk, Va., and Memphis, Tenn., were alleged to be adulterated in that they consisted in whole or in part of filthy or decomposed substances. The portion located at Philadelphia, Pa., was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent of milk fat. The portion located at Cincinnati, Ohio, was alleged to be misbranded in that the statements (carton) "One Pound Net" and (wrapper) "1/4 Lb. Net Weight" were false and misleading since the statements were not correct, the packages being short weight.

Between June 19 and October 26, 1942, no claimant having appeared, judgments of condemnation were entered in all cases. The portion which was located at Cincinnati was ordered delivered to a charitable institution; the portion which was located at Philadelphia was ordered released under bond conditioned that it be brought into compliance with the law under the supervision of the Food and Drug Administration; those portions located at Charleston, W. Va., Miami, Huntington, and Birmingham were ordered denatured and disposed of for technical uses; and the portions located at Memphis, Norfolk, Tampa, and Charleston, S. C., were ordered destroyed.

3890. Adulteration and misbranding of butter. U. S. v. 14 Cases of Butter. Default decree of condemnation and destruction. (F. D. C. No. 7624. Sample No. 80093-E.)

In addition to containing mold, this product was also short of the declared weight.

On May 8, 1942, the United States attorney for the Southern District of Ohio filed a libel against 14 cases of butter at Cincinnati, Ohio, alleging that the article had been shipped in interstate commerce on or about May 1, 1942, by the Napoleon Creamery from Napoleon, Ind.; and charging that it was adulterated and misbranded. The article was labeled in part: "1/4 Lb. Net Wt. * * * Countryside Farm Products Co. Cincinnati, Ohio. 4 Oz. net."

The article was alleged to be adulterated in that it consisted in whole or in part of a filthy, putrid, or decomposed substance, or was otherwise unfit for food. It was alleged to be misbranded in that it was in package form and its labeling was false and misleading, since the parchment wrappers were marked "1/4 Lb. Net Wt. * * * 4 Oz. Net," whereas they contained less than that amount.

On June 29, 1942, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

3891. Misbranding of butter. U. S. v. 58 Cases of Butter. Consent decree of condemnation. Product ordered released under bond for repacking and relabeling. (F. D. C. No. 7922. Sample No. 94157-E.)

On June 25, 1942, the United States attorney for the Eastern District of Missouri filed a libel against 58 cases, each case containing 32 pounds, of butter at St. Louis, Mo., alleging that the article had been shipped in interstate commerce on or about June 9, 1942, by the Gardiner Dairy & Ice Cream Co. from Garden City, Kans.; and charging that it was misbranded in that the prints did not contain 1 pound net as labeled. The article was labeled in part: (Cases) "Mayrose Creamery Butter Distributed by St. Louis Independent Packing Co. St. Louis Mo."; (wrappers of portion) "1 Lb. Net Weight"; (cartons of remainder) "One Pound Net Weight."

On July 18, 1942, the Gardiner Dairy & Ice Cream 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 repacked