

purposes other than for human food; the Kentucky lot was ordered sold for salvage; and the Nebraska lot was ordered destroyed.

14567. Adulteration of butter. U. S. v. 157 Cartons (10,048 pounds) *
(F. D. C. No. 23924. Sample No. 69976-H.)

LABEL FILED: September 19, 1947, Northern District of Illinois.

ALLEGED SHIPMENT: On or about August 12, 1947, by the Randolph Creamery from Randolph, Nebr.

PRODUCT: 157 64-pound cartons of butter at Chicago, Ill.

LABEL, IN PART: (Cartons) "Randolph Creamery Randolph, Nebraska"; (Can) "Butter L. D. Schreiber & Co. Inc. Sales agent for the Marketing Association of America."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), (92 cartons) the adulteration consisted in whole or in part of a filthy substance by reason of the presence of insects, insect fragments, rat or mouse hairs, and plant fibers resembling manure; and, Section 402 (b) (2), (65 cartons) a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: October 10, 1947. The Marketing Association of America, Chicago, Wis., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under conditions that the 65 cartons of the product that was low in fat be reworked so as to comply with the law, and that the remaining 92 cartons of the product be converted into a product not used for human food.

14568. Adulteration of butter. U. S. v. El Reno Poultry & Egg Co. Plaintiff guilty. Fine, \$50. (F. D. C. No. 25595. Sample No. 23121-K.)

INFORMATION FILED: December 13, 1948, Western District of Oklahoma, at the El Reno Poultry & Egg Co., a partnership, El Reno, Okla.

ALLEGED VIOLATION: The defendant was charged with giving a false guarantee to the Fort Worth Poultry & Egg Co., Inc., of Fort Worth, Tex., on or about March 10, 1942. It provided that any article shipped or delivered by the defendant to the latter firm would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about July 14, 1948, the defendant sold and delivered to the Fort Worth Poultry & Egg Co., Inc., a quantity of butter that was adulterated. The Fort Worth Poultry & Egg Co., Inc., was engaged in the business of introducing and delivering for introduction into interstate commerce, quantities of butter that had been supplied by the defendant.

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent of milk fat, had been in part omitted from the product; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: January 10, 1949. A plea of guilty having been entered, the partnership was fined \$50.

14569. Adulteration of butter. U. S. v. 15 Cartons (960 pounds) *
(F. D. C. No. 25830. Sample No. 25825-K.)

LABEL FILED: August 31, 1948, District of Minnesota.

ALLEGED SHIPMENT: On or about August 20, 1948, by the Enoch Creamery from Bismarck, N. Dak.

PRODUCT: 15 64-pound cartons of butter at St. Paul, Minn.
 NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.
 POSITION: February 15, 1949. The Enoch Schultz Creamery, Bismarck, N. Dak., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for reworking, under the supervision of the Federal Security Agency.

Adulteration of butter. U. S. v. 13 Cartons (832 pounds) * * *
 (F. D. C. No. 24334. Sample No. 24814-K.)

FILED: December 11, 1947, District of Minnesota.

SHIPPED SHIPMENT: On or about December 4, 1947, by the Enoch Schultz Creamery, from Bismarck, N. Dak.

PRODUCT: 13 64-pound cartons of butter at St. Paul, Minn.

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

POSITION: March 4, 1948. Enoch Schultz, claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for reworking, under the supervision of the Federal Security Agency.

Adulteration of butter. U. S. v. 16 Cartons, etc. (2,048 pounds, total).
 (F. D. C. No. 26067. Sample No. 25538-K.)

FILED: October 6, 1948, District of South Dakota.

SHIPPED SHIPMENT: On or about September 29, 1948, by the Atkinson Coop. Creamery, Atkinson, Nebr.

PRODUCT: 32 64-pound cartons of butter at Mitchell, S. Dak.

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

POSITION: November 9, 1948, The Atkinson Coop. Creamery, claimant, having consented to the entry of a decree, judgment of condemnation was entered ordering the product released under bond to be reworked, under the supervision of the Food and Drug Administration.

Adulteration of butter. U. S. v. 596 Cases * * * (F. D. C. No. 26060.
 Sample No. 30335-K.)

FILED: June 18, 1948, Southern District of California.

SHIPPED SHIPMENT: On or about June 8, 1948, by the Blackfoot Creamery, from Blackfoot, Idaho.

PRODUCT: 596 cases, containing approximately 15,859 pounds, of butter at Los Angeles, Calif.

IN PART: Fresh Jerseymaid Butter * * * Distributed by Jerseymaid Products Co., Los Angeles, Calif."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

POSITION: June 29, 1948. The Blackfoot Creamery, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be reworked, under the supervision of the Food and Drug Administration.