

**9056. Misbranding of pancake sirup. U. S. v. 200 Cases of Pancake Sirup. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 12242. Sample No. 52302-F.)**

**LIBEL FILED:** April 24, 1944, District of Maine.

**ALLEGED SHIPMENT:** On or about February 24, 1944, by the D. A. Perkins Co., from Somerville, Mass.

**PRODUCT:** 200 cases, each containing 12 16-ounce bottles, of pancake sirup at Portland, Maine.

**LABEL, IN PART:** "Pan Cake Syrup \* \* \* Made From Pure Cane Syrup Imitation Maple Flavor."

**NATURE OF CHARGE:** Misbranding, Section 403 (c), the product was an imitation of maple sirup, and its label failed to bear, in type of uniform size and prominence, the words "imitation" and, immediately thereafter, the name of the food imitated.

**DISPOSITION:** August 14, 1945. The Great Atlantic & Pacific Tea Co. of New Jersey, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be relabeled under the supervision of the Food and Drug Administration.

**9057. Misbranding of pancake sirup. U. S. v. 885 Cases, 150 Cases, and 495 Cases of Pancake Sirup. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 11966. Sample Nos. 51949-F, 51950-F.)**

**LIBEL FILED:** March 10, 1944, District of Maine.

**ALLEGED SHIPMENT:** From on or about November 13, 1943, to on or about January 19, 1944, by the Tri-Western Products Corporation, Cambridge, Mass.

**PRODUCT:** 885 cases, each containing 12 16-ounce bottles, 150 cases, each containing 24 16-ounce bottles, and 495 cases, each containing 12 32-ounce bottles, of pancake sirup at Portland, Maine.

**LABEL, IN PART:** "Maple-Tree Farm Brand Pancake Syrup Made from Pure Cane Sugar Syrup Imitation Maple Flavor D. A. Perkins Co., Cambridge, Mass. 16 Oz.," or "Maple-Tree Farm Brand Pancake Syrup Maple-Tree Farm Products Co. Cambridge, Mass. Made from Pure Cane Sugar Syrup Imitation Maple Flavor 16 [or "32"] Oz."

**NATURE OF CHARGE:** Misbranding, Section 403(a), the words "Maple-Tree" in the brand name and in the firm name on some of the bottle labels were misleading since the product was an artificially colored and flavored sugar solution containing little or no maple sirup; and the statement on all the labels, "Made from Pure Cane Sugar Syrup," was false and misleading since the article contained more water than is contained in pure sugar sirup.

Further misbranding, Section 403 (c), the product was an imitation of another food, maple sirup, and its label failed to bear, in type of uniform size and prominence, the word "imitation" and, immediately thereafter, the name of the food imitated; Section 403(e) (2), it failed to bear a label containing an accurate statement of the quantity of the contents, since the article was a liquid and the statement of quantity of contents was not expressed in terms of liquid measure and in terms of the largest unit; Section 403(f), the statement "Imitation Maple Flavor" was not prominently placed on the label with such conspicuousness, as compared with other statements in the labeling, as to render it likely to be read by the ordinary individual under customary conditions of purchase and use; and, Section 403 (k), the product contained artificial coloring, caramel, and it failed to bear labeling stating that fact.

**DISPOSITION:** August 7, 1945. The Great Atlantic & Pacific Tea Co. of New Jersey, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be relabeled under the supervision of the Food and Drug Administration.

**9058. Misbranding of marshmallow topping. U. S. v. 18 Cases of Marshmallow Topping. Default decree of condemnation. Product ordered delivered to an institution. (F. D. C. No. 15973. Sample No. 27579-H.)**

**LIBEL FILED:** On or about May 1, 1945, District of Oregon.

**ALLEGED SHIPMENT:** On or about March 13, 1945, by the Transpac Products Co., from San Francisco, Calif.

**PRODUCT:** 18 cases, each containing 24 jars, of marshmallow topping at Portland, Oreg. Examination showed that the article was short-weight.

**LABEL, IN PART:** "Transpac Marshmallow Creme Net Contents 8 Oz. by Weight."

**NATURE OF CHARGE:** Misbranding, Section 403(e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents.

**DISPOSITION:** June 23, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered delivered to a charitable or public institution.

### DAIRY PRODUCTS\*

#### BUTTER

The following cases report actions involving butter that consisted in whole or in part of filthy or decomposed substances, Nos. 9059 to 9062; that was below the legal standard for milk fat content, Nos. 9059, 9062 to 9075; and that was short of the declared weight, Nos. 9059, 9076.

**9059. Adulteration and misbranding of butter. U. S. v. Colonial Stores, Inc. Plea of nolo contendere. Fine, \$600. (F. D. C. No. 14317. Sample Nos. 34913-F, 34924-F.)**

**INFORMATION FILED:** July 9, 1945, Northern District of Georgia, against Colonial Stores, Inc., a corporation, Atlanta, Ga.

**ALLEGED SHIPMENT:** On or about August 3 and 30, 1944, from the State of Georgia into the State of Alabama.

**LABEL, IN PART:** "Superior Brand Butter One Pound Net \* \* \* Made \* \* \* by Jefferson Creamery Inc. Americus, Ga."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of ants, one other insect, insect parts, insect fragments, a hair (probably human), and a feather barb, and of a decomposed substance as evidenced by the presence of mold; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

Misbranding, Section 403 (e) (2), the label of the article failed to bear an accurate statement of the quantity of the contents since the cartons contained less than the declared weight, "One Pound Net."

**DISPOSITION:** October 1, 1945. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$150 on each of the 4 counts.

**9060. Adulteration of butter. U. S. v. the Hollywood Creamery Co. Plea of nolo contendere. Fine, \$15. (F. D. C. No. 15552. Sample Nos. 86309-F to 86311-F, incl.)**

**INFORMATION FILED:** June 27, 1945, District of Colorado, against the Hollywood Creamery Co., a corporation, Colorado Springs, Colo. The defendant was charged with giving a false guaranty. The guaranty was given to Armour & Co., of Chicago, Ill., on or about February 26, 1943. It provided that the article comprising each shipment or delivery made 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 November 3, 1944, the defendant sold and delivered to Armour and Co. a quantity of butter which was shipped on the same date by Armour and Co. from the State of Colorado into the State of Arizona.

**LABEL, IN PART:** "Armour's Cloverbloom \* \* \* Butter."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of insect fragments and feather barbules; and, Section 402 (a) (4), it had been prepared, packed, or held under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** August 30, 1945. A plea of nolo contendere having been entered on behalf of the defendant, a fine of \$5 on each count, a total fine of \$15, was imposed.

\*See also Nos. 9176, 9177.