

9061. Adulteration of butter. U. S. v. 120 Boxes (8,640 pounds) of Butter. Decree of condemnation. Product ordered released under bond. (F. D. C. No. 16358. Sample No. 73182-F.)

LIBEL FILED: October 21, 1944, Northern District of California.

ALLEGED SHIPMENT: On or about September 26, 1944, by the Farmers' Equity Co-operative Creamery Association, from Denver, Colo.

PRODUCT: 120 boxes of butter at San Francisco, Calif.

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

DISPOSITION: February 28, 1945. The Farmers' Equity Co-operative Creamery Association, 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 disposed of for industrial nonfood use, under the supervision of the Federal Security Agency.

9062. Adulteration of butter. U. S. v. 62 Cartons (4,030 pounds) of Butter. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 16356. Sample No. 86353-F.)

LIBEL FILED: March 12, 1945, District of Colorado.

ALLEGED SHIPMENT: On or about November 3, 16, and 23, 1944, by the Minden Creamery Co., from Minden, Nebr.

PRODUCT: 62 65-pound cartons of butter at Denver, Colo. The product contained insect and rodent filth, feather barbules, and paper fiber.

NATURE OF CHARGE: Adulteration, Section 402(a)(3), the product consisted in whole or in part of a filthy substance; and, Section 402(b)(1), butter fat had been omitted or extracted from it.

DISPOSITION: April 6, 1945. The Health Creamery, Denver, Colo., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the butter was order released under bond, conditioned that the contaminated portion of the product be removed and destroyed for food purposes, and that the portion suitable for human food be utilized in the manufacture of ice cream.

9063. Adulteration of butter. U. S. v. Alfred Anderson (Anderson Creamery Co.). Plea of guilty. Fine of \$250 on count 1; defendant placed on probation for 2 years on count 2. (F. D. C. No. 15507. Sample Nos. 84818-F, 87354-F.)

INFORMATION FILED: July 9, 1945, District of Minnesota, against Alfred Anderson, trading as the Anderson Creamery Co., Litchfield, Minn.

ALLEGED SHIPMENT: On or about August 24 and September 14, 1944, from the State of Minnesota into the State of Pennsylvania.

LABEL, IN PART: "Butter Distributed by C. G. Heyd and Co. Phila Pa."

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

DISPOSITION: September 10, 1945. The defendant having entered a plea of guilty, the court imposed a fine of \$250 on count 1 and placed him on probation for 2 years on count 2.

9064. Adulteration of butter. U. S. v. Murdock Farmers Co-operative Creamery Association. Plea of guilty. Fine, \$150. (F. D. C. No. 15519. Sample Nos. 82317-F, 87337-F.)

INFORMATION FILED: September 10, 1945, District of Minnesota, against the Murdock Farmers Co-operative Creamery Association, a corporation, Murdock, Minn. The defendant was charged with giving a false guaranty. The guaranty was given to the West Central Cooperatives, Inc., Benson, Minn., on or about June 2, 1944. 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 August 9 and 17, 1944, the defendant sold and delivered to the West Central Cooperative, Inc., a quantity of butter; and on or about August 11 and 17, 1944, the West Central Cooperative, Inc., shipped from the State

of Minnesota into the State of New York a quantity of the butter which had been delivered and guaranteed by the defendant.

LABEL, IN PART: "Butter Distributed By Hunter Walton & Co. 2862 New York, N. Y."

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

DISPOSITION: October 9, 1945. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$75 on each count, a total fine of \$150.

9065. Adulteration of butter. U. S. v. Producers Creamery Co. of Kirksville. Plea of guilty. Fine, \$100. (F. D. C. No. 15574. Sample Nos. 93633-F, 93637-F.)

INFORMATION FILED: August 11, 1945, Eastern District of Missouri, against the Producers Creamery Co. of Kirksville, a corporation, Kirksville, Mo.

ALLEGED SHIPMENT: On or about November 28, 1944, from the State of Missouri into the State of New Jersey.

LABEL, IN PART: (Cartons) "June Dairy Products Co. Inc. [on a number of cartons, "Distributors"] Jersey City N. J. Butter."

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

DISPOSITION: December 3, 1945. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$100.

9066. Adulteration of butter. U. S. v. Producers Dairy Marketing Association. Plea of guilty. Fine, \$50. (F. D. C. No. 15575. Sample No. 13101-H.)

INFORMATION FILED: July 28, 1945, Southern District of Indiana, against the Producers Dairy Marketing Association, a corporation, Orleans, Ind.

ALLEGED SHIPMENT: On or about December 30, 1944, from the State of Indiana into the State of Ohio.

LABEL, IN PART: "Springdale Brand Creamery Butter."

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

DISPOSITION: October 19, 1945. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$50.

9067. Adulteration of butter. U. S. v. 12 Cartons (756 pounds) of Butter. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 15776. Sample No. 18934-H.)

LIBEL FILED: February 15, 1945, Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about February 8, 1945, by the Gandrud Creamery, from Redwood Falls, Minn.

PRODUCT: 12 63-pound cartons of butter at Philadelphia, Pa.

LABEL, IN PART: "Butter distributed Stanley Marvel, 781 Phila., Pa."

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.

DISPOSITION: February 23, 1945. Stanley Marvel, 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 Food and Drug Administration.

9068. Adulteration of butter. U. S. v. 475 Cases of Butter. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 15778. Sample Nos. 13120-H to 13123-H, incl., 13126-H to 13136-H, incl.)

LIBEL FILED: February 19, 1945, Western District of Kentucky.

ALLEGED SHIPMENT: Between the approximate dates of July 14 and October 20, 1944, by the Lanesville Creamery Co., from Lanesville, Ind.