

**BEVERAGES AND BEVERAGE MATERIALS**

**15851. Adulteration and misbranding of coffee. U. S. v. 120 Bags \* \* \* (and 1 other seizure action). (F. D. C. Nos. 28522, 28524. Sample Nos. 63211-K, 63213-K.)**

**LIBELS FILED:** On or about January 17, 1950, District of New Hampshire.

**ALLEGED SHIPMENT:** On or about November 29 and December 13, 1949, by the Stanford Tea & Coffee Co., from Haverhill, Mass.

**PRODUCT:** 204 unlabeled bags, each containing 1 pound, of a product invoiced and represented to be coffee at Manchester and Concord, N. H.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), an article consisting of a mixture of coffee and cereals, including rye and wheat middlings, had been substituted in whole or in part for coffee.

Misbranding, Section 403 (b), the article was offered for sale under the name of another food; Section 403 (e) (1), it failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor; and, Section 403 (e) (2), it failed to bear a label containing an accurate statement of the quantity of the contents.

**DISPOSITION:** February 27, 1950. Default decrees of condemnation. The court ordered that the product be delivered to a State hospital for its use, and not for sale.

**15852. Misbranding of coffee. U. S. v. 153 Bags \* \* \*. (F. D. C. No. 28505. Sample No. 62569-K.)**

**LIBEL FILED:** December 28, 1949, District of Massachusetts.

**ALLEGED SHIPMENT:** On or about November 18, 1949, by Kobrick, from New York, N. Y.

**PRODUCT:** 153 bags of coffee at West Springfield, Mass. Examination showed that the article contained an added cereal product and that it was short of the declared weight.

**LABEL, IN PART:** (Bag) "One Pound Net Kobrick's Mayflower Coffee."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the name "Mayflower Coffee" on the principal display panel of the container of the article was false and misleading as applied to a mixture of coffee and an added cereal product; and, Section 403 (e) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents.

**DISPOSITION:** February 23, 1950. Samuel Kobrick, New York, N. Y., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for relabeling under the supervision of the Federal Security Agency.

**15853. Adulteration of tomato juice. U. S. v. 55 Cases, etc. (F. D. C. Nos. 28561, 28619. Sample Nos. 64099-K, 64451-K.)**

**LIBELS FILED:** On or about December 14, 1949, District of Minnesota; amended libel filed January 5, 1950.

**ALLEGED SHIPMENT:** On or about November 2 and 9, 1949, by Woodruff Canning Co., Inc., from Goldsmith, Ind.

**PRODUCT:** 253 cases, each containing 12 1-quart, 14-fluid-ounce cans, of tomato juice at Hopkins, Minn.

**LABEL, IN PART:** "Wocco Brand Tomato Juice."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

**DISPOSITION:** March 16, 1950. Default decrees of condemnation. The court ordered that the product be denatured for use as animal feed or destroyed.

## DAIRY PRODUCTS

### BUTTER

The following cases report actions involving butter that consisted in whole or in part of filthy or decomposed substances, Nos. 15854 to 15857, and that was below the legal standard for milk fat content No. 15858.

**15854. Adulteration of butter. U. S. v. Kent Products, Inc. Plea of guilty. Fine, \$50. (F. D. C. No. 26690. Sample Nos. 2749-K, 21875-K.)**

**INFORMATION FILED:** April 11, 1949, Western District of Missouri, against Kent Products, Inc., Kansas City, Mo.

**ALLEGED VIOLATIONS:** On or about October 15, 1948, the defendant delivered a quantity of butter to a firm at North Kansas City, Mo., under a guaranty that the product complied with the law. The guaranty had been given by the defendant on or about January 12, 1942, and provided that all food products sold and delivered thereunder would be neither adulterated nor misbranded under the law. The holder of the guaranty was engaged in the business of shipping butter in interstate commerce, and the butter delivered by the defendant under the above guaranty was adulterated.

On or about November 2, 1948, the defendant also caused\*to be introduced into interstate commerce at Kansas City, Mo., for delivery to Washington, D. C., a quantity of adulterated butter.

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

**DISPOSITION:** February 10, 1950. A plea of guilty having been entered, the court fined the defendant \$50.

**15855. Adulteration of butter. U. S. v. 306 Boxes (19,584 pounds) \* \* \*. (F. D. C. No. 28330. Sample No. 42173-K.)**

**LIBEL FILED:** September 28, 1949, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about September 10, 1949, by Burkey's Creamery, from Cushing, Okla.

**PRODUCT:** 306 64-pound boxes of butter at Chicago, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance. (Samples of the product were found to contain excessive mold mycelia.)