12879. Adulteration of butter. U. S. v. Lytton Cooperative Creamery Association. Plea of guilty. Fine, $100 and costs. (F. D. C. No. 23614. Sample Nos. 91382–H, 91383–H.)

INFORMATION FILED: December 10, 1947, Northern District of Iowa, against the Lytton Cooperative Creamery Association, a corporation, Lytton, Iowa.

ALLEGED SHIPMENT: On or about June 2, 1947, from the State of Iowa into the State of New York.

LABEL, IN PART: "Creamery Butter Distributed By Fitch, Cornell & Co. 4935 New York, N. Y."

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

DISPOSITION: December 10, 1947. A plea of guilty having been entered, the defendant was fined $100 and costs.

12880. Adulteration of butter. U. S. v. Creameries of America, Inc. (Arden Sunfreze Creameries, Inc.) Plea of guilty. Fine, $100. (F. D. C. No. 24087. Sample No. 28706–H.)

INFORMATION FILED: January 30, 1948, District of Utah, against Creameries of America, Inc., trading as Arden Sunfreze Creameries, Inc., Salt Lake City, Utah.

ALLEGED VIOLATION: The defendant was charged with giving a false guaranty. The guaranty was given to Armour & Company of Chicago, Ill., on or about July 22, 1947. It provided that any article comprising a 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 October 2, 1947, the defendant sold and delivered to Armour & Company a quantity of butter that was adulterated. Armour & Company prior and subsequent to October 2, 1947, was engaged in the business of introducing and delivering for introduction into interstate commerce quantities of the food product supplied by the defendant.

LABEL, IN PART: "Cloverbloom Butter Armour Creameries Distributors."

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 containing less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: March 19, 1948. A plea of guilty having been entered on behalf the defendant, a fine of $100 was imposed.

12881. Adulteration of butter. U. S. v. 341 Cartons (21,824 pounds) * * *. (F. D. C. No. 24359. Sample Nos. 15022–K, 15113–K.)

LIBEL FILED: January 5, 1948, Northern District of Illinois.

ALLEGED SHIPMENT: On or about November 5, 1947, by the Denison Poultry Feed & Egg Co., from Denison, Tex.

PRODUCT: 341 64-pound cartons of butter at Chicago, Ill.

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: January 12, 1948. L. D. Schreiber & Co., Inc., Chicago, Ill., 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.

12882. Adulteration of butter. U. S. v. 23 Cartons, etc. (1,600 pounds, total). (F. D. C. No. 24358. Sample No. 36444–K.)

LIBEL FILED: January 20, 1948, Western District of Washington.

ALLEGED SHIPMENT: On or about January 14, 1948, by Troy Dairy Products, from Troy, Idaho.

PRODUCT: 23 64-pound cartons, 2 32-pound cartons, and 1 64-pound box, of butter at Seattle, Wash.

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: January 23, 1948. Troy Dairy Products, claimant, having admitted the allegations of the libel, judgment of condemnation was entered and