

# United States Department of Agriculture

## FOOD AND DRUG ADMINISTRATION

### NOTICES OF JUDGMENT UNDER THE FOOD AND DRUGS ACT

[Given pursuant to section 4 of the food and drugs act]

18751-18850

[Approved by the Secretary of Agriculture, Washington, D. C., May 6, 1932]

**18751. Adulteration and misbranding of butter. U. S. v. Swift & Co. Plea of guilty. Fine, \$100. (F. & D. No. 25028. I. S. Nos. 026932, 026933.)**

Samples of butter from the shipments herein described having been found deficient in butterfat and short weight, the Secretary of Agriculture reported the matter to the United States attorney for the Middle District of Alabama.

On August 4, 1930, the United States attorney filed in the District Court of the United States for the district aforesaid an information against Swift & Co., a corporation, trading at Montgomery, Ala., alleging shipment by said company, in violation of the food and drugs act as amended, in part on or about November 25, 1929, and in part on or about December 4, 1929, from the State of Alabama into the State of Louisiana, of quantities of butter which was adulterated and misbranded. The article was labeled in part: (Carton) "Belle Monte Butter \* \* \* Full Weight One Pound."

It was alleged in the information that the article was adulterated in that a substance containing less than 80 per cent by weight of milk fat had been substituted for butter, a product which must contain not less than 80 per cent by weight of milk fat as required by the act of Congress of March 4, 1923, which the said article purported to be.

Misbranding was alleged for the reason that the statement, to wit, "Full Weight One Pound," borne on the cartons containing the article, was false and misleading in that the said statement represented that each of the said cartons contained 1 pound of butter; and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the cartons contained 1 pound of butter; whereas each of said cartons did not contain 1 pound of butter, but did contain, in each of a number thereof, less than 1 pound. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the packages contained less than represented.

On August 24, 1931, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100.

ARTHUR M. HYDE, *Secretary of Agriculture.*

**18752. Adulteration of butter. U. S. v. 30 Tubs of Butter. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 26764. I. S. No. 30544. S. No. 4819.)**

Samples of butter from the shipment herein described having been found to contain less than 80 per cent of milk fat, the standard provided by Congress, the Secretary of Agriculture reported the matter to the United States attorney for the District of Massachusetts.

On June 12, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 30 tubs of butter, remaining in the original unbroken packages at Boston, Mass., consigned June 3, 1931, alleging that the article had been shipped by the Sugar Creek Creamery Co., from Pana, Ill., and had been transported from the State of Illinois into the State of Massachusetts, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 per cent by weight of milk fat had been substituted for butter, which the said article purported to be, the act of Congress approved March 4, 1923, providing that butter contain not less than 80 per cent by weight of milk fat.

On July 9, 1931, the Sugar Creek Creamery Co., Pana, Ill., claimant, having admitted the allegations of the libel, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of costs and the execution of a bond in the sum of \$1,000, conditioned in part that it should not be sold or otherwise disposed of contrary to the Federal food and drugs act and other existing laws; and it was further ordered by the court that the product be reworked under the supervision of this department so that it contain at least 80 per cent of butterfat.

ARTHUR M. HYDE, *Secretary of Agriculture.*

**18753. Adulteration of butter. U. S. v. Forty 30-Pound Cases of Butter, Quarters. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 27125. I. S. No. 34107. S. No. 4900.)**

Samples of butter from the shipment herein described having been found to contain less than 80 per cent of milk fat, the standard provided by Congress, the Secretary of Agriculture reported the matter to the United States attorney for the Southern District of New York.

On July 3, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of forty 30-pound cases of butter, quarters, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by Paul A. Schulze Co., from St. Louis, Mo., June 17, 1931, into the State of New York, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent of milk fat as provided by law.

David W. Lewis & Co. (Inc.), agent for Paul A. Schulze Co., St. Louis, Mo., interposed a claim for the product and admitted the allegations of the libel, consented to the entry of a decree, and agreed that the product be reconditioned so that it contain at least 80 per cent of butterfat. On July 15, 1931, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of costs and the deposit of \$500, or the execution of a bond in like sum, conditioned in part that it be reworked and reprocessed so that it comply with the law, and that it should not be disposed of until examined and approved by this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

**18754. Adulteration of butter. U. S. v. 54 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 27127. I. S. No. 33950. S. No. 4874.)**

Samples of butter from the shipment herein described having been found to contain less than 80 per cent of milk fat, the standard provided by Congress, the Secretary of Agriculture reported the matter to the United States attorney for the Southern District of New York.

On or about June 23, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 54 tubs of butter, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by Northwest Dairy Forwarding Co., Duluth, Minn. (acting for Cushing Creamery, Cushing, Minn.), on June 13, 1931, into the State of New York, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent of milk fat as provided by law.

Thomas V. Kowalski, agent for the Cushing Creamery Co., Cushing, Minn., interposed a claim for the product and admitted the allegations of the libel, consented to the entry of a decree, and agreed that the product be reconditioned so that it contain at least 80 per cent of butterfat. On June 25, 1931, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of costs and