3673. Misbranding of Marden's Vitamin A & D Feeding Oil. U. S. v. 59 Drums of Marden's Vitamin A & D Feeding Oil. Consent decree of condemnation. Product ordered released under bond to be relabeled. (F. D. C. No. 7167. Sample No. 86613–E.)

This product was represented to contain 400 A. O. A. C. chick units of vitamin D per gram, whereas it contained not more than 320 A. O. A. C. chick units of vitamin D per gram.

On April 13, 1942, the United States attorney for the Northern District of Illinois filed a libel, which was amended May 14, 1942, against the above-named product at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about December 29, 1941, by the Marden-Wild Corporation from Somerville, Mass.; and charging that it was misbranded.

The article was alleged to be misbranded (1) in that it was offered for sale under the name of another food, namely, (stenciled on drum) "Marden's Vitamin A & D Feeding Oil guaranteed to contain not less than 400 A. O. A. C. units of Vitamin D per gram and not less than 2000 U. S. P. units of Vitamin A per gram"; and (2) in that the statement on the drum, "Contains not less than 400 A. O. A. C. units of Vitamin D per gram," was false and misleading since it contained not more than 320 A. O. A. C. chick units of vitamin D per gram.

On May 1, 1942, Marden-Wild Corporation, claimant, having admitted the allegations of the libel, judgment of condemnation was entered and it was ordered that the product be released under bond conditioned that it be relabeled under the supervision of the Food and Drug Administration.

3674. Adulteration and misbranding of Vitand. U. S. v. 8 Drums of Vitand Vitamin Oil for Poultry and Animal Feeds. Consent decree of condemnation. Product ordered released under bond to be relabeled. (F. D. C. No. 7160. Sample No. 76633–E.)

This product was represented to contain 400 A. O. A. C. chick units of vitamin D per gram but contained not more than 300 A. O. A. C. chick units of vitamin D per gram.

On April 8, 1942, the United States attorney for the District of Minnesota filed a libel against 8 drums of the above-named product at Minneapolis, Minn., alleging that it had been shipped on or about September 29, 1941, by Napthole, Inc., from Boonton, N. J.; and charging that it was adulterated and misbranded.

The article was alleged to be adulterated in that a valuable constituent, namely, vitamin D, had been wholly or in part omitted or abstracted therefrom.

It was alleged to be misbranded in that the statement "Vitamin D 400 A. O. A. C. units per gram," borne on the drums, was false as applied to a product that contained not more than 300 A. O. A. C. units of vitamin D per gram.

On May 19, 1942, E. F. Drew & Co., Inc. (Napthole Division), claimant, having consented to the entry of a decree, judgment of condemnation was entered and it was ordered that the product be released under bond conditioned that it be relabeled under the supervision of the Food and Drug Administration.

DAIRY PRODUCTS

BUTTER

3675. Adulteration and misbranding of butter. U. S. v. John H. Armleder (Armleder Dairy Co.). Plea of guilty. Fine, $20. (F. D. C. No. 6427. Sample No. 79126–E.)

This product was short weight as well as low in milk fat.

On July 22, 1942, the United States attorney for the Southern District of Ohio filed an information against John H. Armleder, trading as Armleder Dairy Co. at Batavia, Ohio, alleging shipment on or about October 13, 1941, from the State of Ohio into the State of Kentucky of a quantity of butter that was adulterated and misbranded. The article was labeled in part: (Package) "One Pound Net Armleder's Butter."

It was alleged to be adulterated in that a valuable constituent, milk fat, had been in whole or in part omitted therefrom; and in that a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

It was alleged to be misbranded in that the statement on the package, "One Pound Net," was false and misleading since the packages contained a smaller amount; and in that it was in package form and did not bear a label containing an accurate statement of the quantity of the contents.

On August 3, 1942, the defendant having entered a plea of guilty, the court imposed a fine of $20.