

4565. Adulteration and misbranding of butter. U. S. v. 91 Cases, 18 Cases, and 142 Boxes of Butter. Decrees of condemnation. One lot ordered released under bond, a portion to be reworked to increase the milk-fat content and the remainder to be disposed of as soap grease. Remainder ordered sold to a rendering plant to be used for war purposes. (F. D. C. Nos. 8132, 8133, 8291. Sample Nos. 24310-F, 24312-F, 21523-F.)

On August 3, 6, and 19, 1942, the United States attorneys for the District of Maryland and the Western District of Pennsylvania filed libels against 109 cases, each case containing 32 1-pound prints, of butter at Fort George G. Meade, Md., and 142 boxes containing a total of 4,544 pounds of butter at Pittsburgh, Pa., alleging that the article had been shipped in interstate commerce within the period from on or about July 21 to August 4, 1942, in part by the Bowser Sales & Trading Corporation and in part by the Valley Creamery Co., from Sistersville, W. Va.; and charging that it was adulterated and that a portion was misbranded. Portions of the article were labeled in part: "Green Valley Brand Creamery Butter Manufactured By Land O'Hills Creamery Co. Buckhannon, W. Va."

The product located at Fort George G. Meade, Md., and a portion of that located at Pittsburgh, Pa., was alleged to be adulterated in that it consisted in whole or in part of a filthy and decomposed animal substance. The remainder at Pittsburgh was alleged to be adulterated in that a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent of milk fat. The said remainder at Pittsburgh was alleged to be misbranded in that it was labeled "Butter," which was false and misleading since it contained less than 80 percent milk fat.

On October 14, 1942, no claimant having appeared for the portions of the product located at Fort George G. Meade, Md., judgment of condemnation was entered and the product was ordered sold to a commercial concern to be used for war purposes.

On November 20, 1942, the Bowser Sales & Trading Corporation, claimant for the butter seized at Pittsburgh, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond, conditioned that the portion containing mold be used in the manufacture of soap and soap products, and that the remainder be reworked and reprinted so as to increase the butterfat content, under the supervision of the Food and Drug Administration.

4566. Adulteration of butter. U. S. v. Benjamin F. Huggins (Huggins Dairy Products). Plea of guilty. Fine, \$100. (F. D. C. No. 7727. Sample Nos. 93341-E, 12109-F.)

On November 16, 1942, the United States attorney for the District of Idaho filed an information against Benjamin F. Huggins, trading as Huggins Dairy Products at Lewiston, Idaho, alleging shipment on or about April 7 and July 6, 1942, from the State of Idaho into the State of Washington of a quantity of butter that was adulterated in that a valuable constituent, milk fat, had been 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.

On May 10, 1943, the defendant having entered a plea of guilty, the court imposed a fine of \$100.

4567. Adulteration of butter. U. S. v. Armour & Co. Plea of guilty. Fine, \$100 and costs. (F. D. C. No. 7728. Sample No. 94106-E.)

On November 2, 1942, the United States attorney for the Western District of Oklahoma filed an information against Armour & Co., a corporation, at Elk City, Okla., alleging shipment on or about June 13, 1942, from the State of Oklahoma into the State of Missouri, of a quantity of butter that was adulterated in that a valuable constituent, milk fat, had been 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. The article was labeled in part: "Armour's Cloverbloom Butter * * * Armour Creameries—Distributors."

On November 23, 1942, a plea of guilty having been entered on behalf of the defendant corporation, the court imposed a fine of \$100 and costs.

4568. Adulteration of butter. U. S. v. Leonard Kohlman (Napoleon Creamery). Plea of guilty. Fine, \$50. (F. D. C. No. 8825. Sample Nos. 31721-F, 31722-F, 31733-F, 31851-F.)

On April 13, 1943, the United States attorney for the Southern District of Indiana filed an information against Leonard Kohlman, trading as Napoleon Creamery at Napoleon, Ind., alleging shipment within the period from on or