

**19316. Adulteration of butter. U. S. v. 29 Cartons (1,740 pounds) \* \* \*.**  
(F. D. C. No. 33374. Sample No. 33716-L.)

**LIBEL FILED:** April 29, 1952, Southern District of Ohio.

**ALLEGED SHIPMENT:** On or about April 21, 1952, by the John Wuethrich Creamery Co., from Greenwood, Wis.

**PRODUCT:** 29 60-pound cartons of butter at Columbus, Ohio.

**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:** June 12, 1952. The John Wuethrich Creamery Co., 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 reprocessing, under the supervision of the Federal Security Agency. The product was re churned so that it would contain the proper amount of milk fat.

**19317. Adulteration of butter. U. S. v. 14 Boxes, etc. (1,664 pounds, total).**  
(F. D. C. No. 33375. Sample Nos. 7718-L, 7719-L.)

**LIBEL FILED:** May 16, 1952, Western District of New York.

**ALLEGED SHIPMENT:** On or about May 9, 1952, by Land O'Lakes Creameries, Inc., from Minneapolis, Minn.

**PRODUCT:** 26 64-pound boxes of butter at Buffalo, N. Y.

**LABEL, IN PART:** "Butter - Distributed By Land O'Lake Creameries, Inc. Genl. Offices, Minneapolis, Minn."

**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:** May 28, 1952. Land O'Lakes Creameries, Inc., 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 reconditioning, under the supervision of the Federal Security Agency. The product was reworked so that it would contain the proper amount of milk fat.

**19318. Adulteration of butter. U. S. v. 25 Boxes (1,600 pounds) \* \* \*. (F. D. C. No. 33363. Sample No. 49000-L.)**

**LIBEL FILED:** June 13, 1952, Northern District of Ohio.

**ALLEGED SHIPMENT:** On or about June 7, 1952, by Swift & Co., from Montevideo, Minn.

**PRODUCT:** 25 64-pound boxes of butter at Lima, Ohio.

**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:** July 11, 1952. John E. Landsberger, Sisseton, S. Dak., claimant, having admitted that the product was adulterated as alleged in the libel, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking, under the supervision of the Federal Security Agency.

**19319. Adulteration of butter. U. S. v. 12 Boxes (768 pounds) \* \* \*. (F. D. C. No. 33371. Sample No. 48897-L.)**

**LIBEL FILED:** June 11, 1952, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about May 28, 1952, by the Farmers Cooperative Creamery Co., from Volga, S. Dak.

**PRODUCT:** 12 boxes, each containing 64 pounds, 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:** July 11, 1952. The H. C. Christians Co., Chicago, Ill., 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 re-working, under the supervision of the Federal Security Agency.

### FISH AND SHELLFISH

**19320. Adulteration of frozen catfish fillets. U. S. v. 257 Cases \* \* \*. (F. D. C. No. 33228. Sample No. 6681-L.)**

**LIBEL FILED:** May 1, 1952, District of Massachusetts.

**ALLEGED SHIPMENT:** On or about April 16, 1952, by the North Star Food Products, from New York, N. Y.

**PRODUCT:** 257 cases, each containing 8 7-pound blocks, of frozen catfish fillets at Gloucester, Mass.

**LABEL, IN PART:** (Portion) "Prime Sea Bounty Fillets Produced By: Stirk Bros. Ltd. Hull, England."

**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 fish.

**DISPOSITION:** August 18, 1952. Default decree of condemnation and destruction.

**19321. Adulteration and misbranding of canned tuna. U. S. v. 109 Cases, etc. (F. D. C. No. 32967. Sample Nos. 38428-L to 38430-L, incl., 38591-L, 38592-L.)**

**LIBEL FILED:** March 24, 1952, Eastern District of New York.

**ALLEGED SHIPMENT:** On or about November 23, 1951, by Wilbur-Ellis Co., Inc., from New Bedford, Mass.

**PRODUCT:** 835 cases, each containing 48 unlabeled cans, and 54 cases, each containing 48 labeled cans, of tuna at Brooklyn, N. Y.

The product was packed in 6½-ounce, 7-ounce, and 13-ounce cans. The 54-case lot of the product was labeled by Wilbur-Ellis Co., Inc., at Brooklyn, N. Y.

**LABEL, IN PART:** (Portion) "Tuna Fish Light Meat Fancy Product of Peru Sweet Life Contents 7 Oz. Avoir."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), all lots of the article consisted in whole or in part of a decomposed substance by reason of the presence of decomposed fish. The article (all lots) was adulterated when introduced into and while in interstate commerce.

Misbranding, Section 403 (e) (2), the 54-case lot of the product failed to bear a label containing an accurate statement of the quantity of the contents. (It was short of the declared weight.) This lot was misbranded while held for sale after shipment in interstate commerce.

**DISPOSITION:** September 5, 1952. Wilbur-Ellis Co., Inc., 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 segregation and destruction of the unfit portion, under the supervision of the Federal Security Agency. 78 cases of the product were found to be fit for human consumption and were released. The remainder of the product was destroyed.