

**DISPOSITION:** April 20, 1945. The Atlantic Co., claimant, having admitted the material allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for the segregation and disposal of the unfit portion for use as animal feed or industrial fats, under the supervision of the Food and Drug Administration.

**8875. Adulteration and misbranding of Cheddar cheese. U. S. v. 12 Cheddar Cheeses. Default decree of forfeiture. Product ordered disposed of by the United States marshal. (F. D. C. No. 15698. Sample No. 18952-H.)**

**LIBEL FILED:** March 28, 1945, Western District of Wisconsin.

**ALLEGED SHIPMENT:** On or about January 30, 1945, by the Belle Center Creamery and Cheese Co., from Belle Center, Ohio.

**PRODUCT:** 12 Cheddar cheeses at Thorp, Wis.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing excessive moisture and deficient in milk fat had been substituted in whole or in part for Cheddar cheese, which it was represented to be.

Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Cheddar cheese, which provides that Cheddar cheese shall contain not more than 39 percent of moisture, and that its solids shall contain not less than 50 percent of milk fat. The product contained more than 39 percent of moisture and its solids contained less than 50 percent of milk fat.

**DISPOSITION:** May 2, 1945. No claimant having appeared, judgment of forfeiture was entered and the product was ordered destroyed or disposed of at the discretion of the United States marshal. The cheese was sold for use in public institutions.

**8876. Adulteration and misbranding of Cheddar cheese. U. S. v. 533 Boxes of Cheddar Cheese. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 15697. Sample No. 22826-H.)**

**LIBEL FILED:** March 26, 1945, Eastern District of Missouri.

**ALLEGED SHIPMENT:** On or about February 8, 1945, by the Dairy Products Marketing Association, from Blackwell, Okla.

**PRODUCT:** 533 boxes, each containing 77 pounds, of Cheddar cheese at St. Louis, Mo. Analysis showed that the article failed to meet the standard of identity for Cheddar cheese in that its solids contained less than 50 percent of milk fat.

**LABEL, IN PART:** "Oklahoma White Cheddar Cheese."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), an article deficient in milk fat had been substituted in whole or in part for Cheddar cheese, which it was represented to be.

Misbranding, Section 403 (g) (1), the product purported to be and was represented as Cheddar cheese, a food for which a definition and standard of identity has been prescribed by regulation, but it failed to conform to such definition and standard.

**DISPOSITION:** On or about June 1, 1945, Wilson & Co., Inc., Chicago, Ill., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for manufacture into processed cheese in conformity with the law, under the supervision of the Food and Drug Administration.

**8877. Adulteration and misbranding of Cheddar cheese. U. S. v. 34 Boxes of Cheddar Cheese. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 15681. Sample Nos. 18856-H, 18857-H, 18876-H, 18877-H.)**

**LIBEL FILED:** March 28, 1945, District of Minnesota.

**ALLEGED SHIPMENT:** On or about January 25 and February 1, 1945, by the Wuetrich Brothers, from Doylestown, Wis.

**PRODUCT:** 24 boxes and 10 boxes of Cheddar cheese, each box containing 4 cheeses, at Minneapolis, Minn.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing excessive moisture had been substituted in whole or in part for Cheddar cheese, which it was represented to be.

Misbranding, Section 403 (g) (1), the article failed to conform to the definition and standard of identity for Cheddar cheese since it contained more than 39 percent of moisture, the maximum permitted by the regulations.

**DISPOSITION:** June 6, 1945. Walter A. Treptow, trading as the Gravelstone Cheese Factory, claimant, having admitted the material allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for reworking under the supervision of the Food and Drug Administration.

**8878. Adulteration and misbranding of Cheddar cheese. U. S. v. 12 Boxes of Cheddar Cheese. Default decree of condemnation. Product ordered delivered to charitable institutions.** (F. D. C. No. 15644. Sample Nos. 20331-H, 20338-H.)

**LIBEL FILED:** On or about March 26, 1945, District of Kansas.

**ALLEGED SHIPMENT:** On or about February 19, 1945, by Swift & Co., from Springfield, Mo.

**PRODUCT:** 12 50-pound boxes of Cheddar cheese, each box containing 4 cheeses, at Kansas City, Kans.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), an article deficient in milk fat had been substituted in whole or in part for Cheddar cheese, which it was represented to be.

Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Cheddar cheese since it contained in its solids less than the minimum of 50 percent milk fat permitted by the standard.

**DISPOSITION:** July 6, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered distributed to charitable institutions.

**8879. Adulteration of cheese spread. U. S. v. 5,856 Pounds of Cheese Spread. Default decree of condemnation and destruction.** (F. D. C. No. 15639. Sample No. 16903-H.)

**LIBEL FILED:** On or about April 5, 1945, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about February 15, 1945, by the Lakeshire-Marty Co., from Plymouth, Wis.

**PRODUCT:** 5,856 pounds of cheese spread at Sterling, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product was unfit for food by reason of the presence of varicolored molds and the odor of ammonia.

**DISPOSITION:** June 1, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

#### MISCELLANEOUS DAIRY PRODUCTS \*

**8880. Adulteration of cream. U. S. v. Luther M. Strickler (Strickler Produce). Plea of guilty. Fine, \$100.** (F. D. C. No. 15538. Sample Nos. 85826-F, 85829-F.)

**INFORMATION FILED:** June 13, 1945, District of Wyoming, against Luther M. Strickler, trading as Strickler Produce, Wheatland, Wyo.

**ALLEGED SHIPMENT:** On or about September 6 and 9, 1944, from the State of Wyoming into the State of Colorado.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of feather barbules, rodent-like hairs, insect parts, a cat-like hair, nondescript dirt, vegetable fiber, plant particles, ants, manure particles, and an insect.

**DISPOSITION:** June 27, 1945. A plea of guilty having been entered, the defendant was fined \$50 on each of 2 counts, a total fine of \$100.

**8881. Adulteration of cream. U. S. v. 1 10-Gallon Can of Cream. Consent decree of destruction.** (F. D. C. No. 10343. Sample No. 36781-F.)

**LIBEL FILED:** May 24, 1943, District of Colorado.

**ALLEGED SHIPMENT:** On or about May 21, 1943, by Fox Produce, from Kearney, Nebr.

**PRODUCT:** 1 10-gallon can of cream at Denver, Colo.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy, decomposed, and putrid animal substance by reason of the presence of a fly part, plant fiber, nondescript dirt, rodent hairs, a mite, and feather barbules.

**DISPOSITION:** May 24, 1943. The consignee having consented to the immediate destruction of the cream, judgment was entered ordering that the product be destroyed.

\*See also No. 8858.