

**11175. Adulteration of butter. U. S. v. 29 Boxes (2,030 pounds) \* \* \*.** (F. D. C. No. 20282. Sample Nos. 63715-H, 63717-H.)

**LIBEL FILED:** May 22, 1946, Southern District of New York.

**ALLEGED SHIPMENT:** On or about May 9, 1946, by the Shattuck Community Creamery Co., from Shattuck, Okla.

**PRODUCT:** 29 70-pound boxes of butter at New York, N. Y. The product contained excessive mold mycelia, indicating the use of decomposed cream.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy, putrid, or decomposed substance.

**DISPOSITION:** July 29, 1946. Harry G. Clark, New York, N. Y., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond to be denatured for use in the manufacture of soap, under the supervision of the Food and Drug Administration.

**11176. Adulteration of butter. U. S. v. 7 Boxes (490 pounds) \* \* \*.** (F. D. C. No. 20289. Sample No. 54521-H.)

**LIBEL FILED:** On or about June 5, 1946, Northern District of Georgia.

**ALLEGED SHIPMENT:** On or about May 3 and 13, 1946, by the Carthage Creamery Co., from Carthage, Mo.

**PRODUCT:** 7 70-pound boxes of butter at Atlanta, Ga. Analysis showed that the product contained mold.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy or decomposed substance.

**DISPOSITION:** September 18, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**11177. Adulteration of butter. U. S. v. 33 Boxes and 28 Boxes (3,904 pounds) \* \* \*.** (F. D. C. Nos. 20292, 20498. Sample Nos. 51625-H, 63724-H.)

**LIBELS FILED:** June 10 and 11, 1946, Southern District of New York.

**ALLEGED SHIPMENT:** On or about May 22 and 28, 1946, by City Creamery, from Cannon Falls, Minn.

**PRODUCT:** 61 boxes, each containing 64 pounds, of butter at New York, N. Y.

**LABEL, IN PART:** "G. L. Sexton Inc. \* \* \* New York."

**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 24, 1946. G. L. Sexton, Inc., claimant, having admitted the allegations of the libels, judgments of condemnation were entered and the product was ordered released under bond to be reworked so that it would comply with the law, under the supervision of the Food and Drug Administration.

**11178. Adulteration of butter. U. S. v. 22 Cartons and 7 Cartons (1,856 pounds) \* \* \*.** (F. D. C. Nos. 20283, 20286. Sample Nos. 63718-H, 63719-H.)

**LIBELS FILED:** May 28 and 29, 1946, Southern District of New York.

**ALLEGED SHIPMENT:** On or about May 17, 1946, by the Hartley Creamery, from Hartley, Iowa.

**PRODUCT:** 22 cartons and 7 cartons, each containing 64 pounds, of butter at New York, N. Y.

**LABEL, IN PART:** "Creamery Butter Distributed by Bender Goodman Co. Inc., New York."

**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 13, 1946. The Bender Goodman Co., Inc., New York, N. Y., claimant, having admitted the allegations of the libels, judgments of condemnation were entered and the product was ordered released under bond for reworking under the supervision of the Food and Drug Administration.

**11179. Misbranding of butter. U. S. v. 10 Cases, 3 Cases, and 320 Pounds \* \* \*.** (F. D. C. Nos. 20280, 20284, 20487. Sample Nos. 52865-H, 52869-H, 52950-H.)

**LIBELS FILED:** May 1 and June 14, 1946, Eastern District of Kentucky.

**ALLEGED SHIPMENT:** On or about April 23 and 24 and June 3, 1946, by the Merchants Creamery Co., from Cincinnati, Ohio.

**PRODUCT:** Butter. 10 30-pound cases at Newport, 3 cases, containing approximately 70 pounds, at Fort Thomas, and 320 pounds at Covington, Ky. All three lots were short weight.

**LABEL, IN PART:** (Retail carton or wrapper) "1 Lb. Net Latonia Springs Dairy Butter, Distributed by Summe & Ratermann Co., Covington, Kentucky," "Jersey Farm Dairy Creamery Butter 1 Lb. Net Wt. Distributed by Jersey Farm Dairy, Ft. Thomas, Ky.," or "Half Pound Net Wt. Clover Leaf Dairy Creamery Butter, Newport, Ky. Distributors."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statements "Half Pound Net Wt.," "1 Lb.," or "1 Lb. Net Wt." were false and misleading since the articles were short weight; and, Section 403 (e), the label of the article failed to bear a correct statement of the quantity of the contents.

**DISPOSITION:** May 28 and July 10, 1946. No claimant having appeared, judgments of condemnation were entered and the product was ordered delivered to public welfare institutions.

**11180. Misbranding of butter. U. S. v. 4 Cartons (approximately 200 pounds)**  
\* \* \* (F. D. C. No. 20288. Sample No. 51164-H.)

**LABEL FILED:** June 1, 1946, District of Minnesota.

**ALLEGED SHIPMENT:** On or about May 15, 1946, by Leonard Svihel, from Lake Preston, S. Dak.

**PRODUCT:** 4 cartons, each containing about 50 pounds, of butter at Minneapolis, Minn. Examination showed that the product was short weight.

**LABEL, IN PART:** "One Pound De Smet De Luxe Brand Butter \* \* \* Farmers Creamery Ass'n. De Smet, So. Dakota."

**NATURE OF CHARGE:** Misbranding, Section 403 (e) (2); the label of the article did not bear an accurate statement of the quantity of the contents.

**DISPOSITION:** September 20, 1946. The Farmers Creamery Association, De Smet, S. Dak., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be relabeled under the supervision of the Federal Security Agency.

#### **CHEESE\***

**11181. Adulteration of cheese. U. S. v. Hygrade Food Products Corp. Plea of nolo contendere. Fine, \$1,000.** (F. D. C. No. 20136. Sample No. 14852-H.)

**INFORMATION FILED:** July 17, 1946, Western District of Wisconsin, against the Hygrade Food Products Corp., Belmont, Wis.; charging the defendant with the giving of a false guaranty. The guaranty was given by the defendant to Schmitt Brothers & Walther, Platteville, Wis., on or about January 4, 1945, and provided that all cheese shipped or delivered by the defendant pursuant to the guaranty would comply with the Federal Food, Drug, and Cosmetic Act.

On or about September 10, 1945, the defendant sold and delivered a quantity of cheese under the guaranty, a portion of which was shipped by the purchaser, on or about October 3, 1945, from the State of Wisconsin into the State of Michigan.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of insect fragments; and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** January 9, 1947. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$1,000.

**11182. Adulteration of cottage cheese. U. S. v. Mutual Creamery Co. Plea of guilty. Fine, \$25.** (F. D. C. No. 20174. Sample No. 25460-H.)

**INFORMATION FILED:** August 30, 1946, District of Utah, against the Mutual Creamery Co., a corporation, Ogden, Utah.

**ALLEGED SHIPMENT:** On or about August 11, 1945, from the State of Utah into the State of Colorado.

\*See also Nos. 11152-11154.