

Misbranding, Section 403 (a), the label statement "Butter" was false and misleading since the product contained less than 80 percent of milk fat.

DISPOSITION: April 6, 1950. Zenith-Godley Co., Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the court ordered that the product be released under bond to be reprocessed to a legal butterfat content, under the supervision of the Food and Drug Administration.

16422. Adulteration of butter. U. S. v. 37 Cases * * *. (F. D. C. No. 28550. Sample No. 33167-K.)

LIBEL FILED: November 10, 1949, District of Hawaii.

ALLEGED SHIPMENT: On or about October 28, 1949, by C. A. Swanson & Sons, of Omaha, Nebr., from San Francisco, Calif.

PRODUCT: 37 cases, each containing 24 1-pound tins, of butter at Honolulu, T. H.

LABEL, IN PART: "Swanson's Ever Fresh Butter."

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: August 16, 1950. C. A. Swanson & Sons, claimant, having admitted that the product was adulterated, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking and repacking, under the supervision of the Food and Drug Administration.

CHEESE

16423. Adulteration of Cheddar cheese. U. S. v. Ray Umland (Cissna Park Cheese Co.). Plea of nolo contendere. Fine of \$200, plus costs. (F. D. C. No. 28144. Sample No. 43306-K.)

INFORMATION FILED: March 27, 1950, Eastern District of Illinois, against Ray Umland, trading as the Cissna Park Cheese Co., Cissna Park, Ill.

ALLEGED VIOLATION: On or about June 12, 1947, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce, at Dixon, Ill., a guaranty to the effect that all cheese shipped and delivered to the holder of the guaranty would be neither adulterated nor misbranded under the law; and, on or about September 19, 1949, the defendant shipped and delivered under the guaranty, at Cissna Park, Ill., a quantity of Cheddar cheese that was adulterated.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of insect fragments and manure, and by reason of the use of filth-contaminated milk in the preparation of the article.

DISPOSITION: July 5, 1950. A plea of nolo contendere having been entered, the court imposed a fine of \$200, plus costs.

16424. Adulteration of Cheddar cheese. U. S. v. 5 Boxes * * *. (F. D. C. No. 29348. Sample No. 74962-K.)

LIBEL FILED: June 5, 1950, District of New Mexico.

ALLEGED SHIPMENT: On or about April 23, 1950, from Portales, N. Mex., to El Paso, Tex., by the New Mexico Plains Cooperative Creamery. The product subsequently was returned to Portales, N. Mex., by the consignee.

PRODUCT: 5 boxes, each containing approximately 50 pounds, of Cheddar cheese at Portales, N. Mex.