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.)

LIBEL 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.

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*See also Nos. 11152-11154.