

**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 tomato material.

**DISPOSITION:** May 30, 1950. Default decree of condemnation and destruction.

**16257. Adulteration of tomato juice. U. S. v. 171 Cases \* \* \*. (F. D. C. No. 28979. Sample No. 76215-K.)**

**LIBEL FILED:** April 18, 1950, Western District of Wisconsin.

**ALLEGED SHIPMENT:** On or about March 16, 1950, by the St. Marys Packing Co., from Delphos, Ohio.

**PRODUCT:** 171 cases, each containing 24 1-pint, 2-fluid-ounce cans of tomato juice at Madison, Wis.

**LABEL, IN PART:** (Can) "Kroger Tomato Juice."

**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 tomato material.

**DISPOSITION:** May 8, 1950. Default decree of forfeiture. The court ordered that the product be sold by the United States marshal for use other than for human consumption; otherwise, the product was to be destroyed. The product was destroyed.

**16258. Adulteration of tomato juice. U. S. v. 92 Cases \* \* \*. (F. D. C. No. 27951. Sample No. 60341-K.)**

**LIBEL FILED:** November 7, 1949, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about May 25, 1949, by Meeter's, Inc., from Union Grove, Wis.

**PRODUCT:** 92 cases, each containing 12 1-quart, 14-fluid-ounce cans, of tomato juice at Rockford, Ill.

**LABEL, IN PART:** "Grove Brand Tomato Juice."

**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 tomato material, and was otherwise unfit for food by reason of its bitter, unpleasant taste.

**DISPOSITION:** April 17, 1950. Default decree of condemnation and destruction.

## DAIRY PRODUCTS

### BUTTER

**16259. Adulteration of butter. U. S. v. C. A. Swanson & Sons. Plea of nolo contendere. Fine of \$200, plus costs. (F. D. C. No. 28768. Sample Nos. 13392-K, 13393-K.)**

**INFORMATION FILED:** March 20, 1950, District of Nebraska, against C. A. Swanson & Sons, a corporation, Omaha, Nebr.

**ALLEGED SHIPMENT:** On or about July 28, 1949, from the State of Nebraska into the State of Pennsylvania.

**LABEL, IN PART:** (Portion) "Ever-Fresh-Brand Salted Butter."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insect fragments and insects, and, in addition, a portion of the product consisted in part of

a decomposed substance by reason of the use of decomposed cream in the manufacture of the food; and, Section 402 (a) (4), the product had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** April 29, 1950. A plea of nolo contendere having been entered, the court fined the defendant \$200, plus costs.

**16260. Adulteration of butter. U. S. v. 359 Cartons (23,335 pounds) \* \* \*.**  
(F. D. C. No. 28329. Sample Nos. 42171-K, 42175-K.)

**LIBEL FILED:** October 26, 1949, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about August 20, 1949, by the H. A. Pruitt Produce Co., from Ardmore, Okla.

**PRODUCT:** 359 65-pound cartons of butter at Chicago, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance, namely, decomposed butter; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

**DISPOSITION:** February 10, 1950. Peter Fox Sons 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 to be brought into compliance with the law, under the supervision of the Food and Drug Administration. 187 cartons of butter were converted into butter oil, and 13 cartons were recharged to the legal 80 percent of milk fat.

**16261. Adulteration of butter. U. S. v. Cass-Clay Cooperative Creamery Assn. and Charles Ommodt. Pleas of guilty. Each defendant fined \$100.**  
(F. D. C. No. 26703. Sample No. 44715-K.)

**INFORMATION FILED:** On or about August 31, 1949, District of Minnesota, against the Cass-Clay Cooperative Creamery Assn., a corporation, Moorhead, Minn., and Charles Ommodt, general manager.

**ALLEGED VIOLATION:** On or about February 4, 1949, the defendants sold and delivered to a firm at Wadena, Minn., a quantity of butter that was adulterated; and, at the same time, the defendants guaranteed that the butter was neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. The holder of the guaranty shipped the butter from the State of Minnesota into the State of California on or about February 10, 1949.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent of the food, milk fat, had been in part omitted; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

**DISPOSITION:** November 14, 1949. Pleas of guilty having been entered, the court fined each defendant \$100.

### CHEESE

**16262. Adulteration of Cheddar cheese and skim milk cheese. U. S. v. Central Farm Products Co. Plea of nolo contendere. Fine, \$50. (F. D. C. No. 26771. Sample Nos. 27222-K, 43826-K.)**

**INFORMATION FILED:** June 10, 1949, Western District of Missouri, against the Central Farm Products Co., a corporation, Richmond, Mo.