

10955. Adulteration of butter. U. S. v. Ernest Egger (Swiss Creamery and Cheese Factory). Plea of guilty. Fine, \$200. (F. D. C. No. 19517. Sample No. 28872-H.)

INFORMATION FILED: April 2, 1946, District of Montana, against Ernest Egger, trading as the Swiss Creamery and Cheese Factory, Whitehall, Mont.

ALLEGED SHIPMENT: On or about July 19, 1945, from the State of Montana into the State of Washington.

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 an insect seta, insect fragments, a metallic substance, and plant tissue; and, Section 402 (a) (4), it had been prepared, packed, and held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: June 20, 1946. A plea of guilty having been entered, the court imposed a fine of \$200.

10956. Adulteration of butter. U. S. v. The Fairmont Creamery Co. Plea of guilty. Fine, \$100 and costs. (F. D. C. No. 19518. Sample No. 24819-H.)

INFORMATION FILED: April 2, 1946, Western District of Oklahoma, against The Fairmont Creamery Co., a corporation, trading at Lawton, Okla.

ALLEGED SHIPMENT: On or about July 30, 1945, from the State of Oklahoma into the State of Louisiana.

LABEL, IN PART: "Fairmont's Better Butter."

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 insect fragments, feather fragments, and a hair fragment resembling a rat or mouse hair; and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: April 17, 1946. A plea of guilty having been entered on behalf of the defendant, a fine of \$100 and costs was imposed.

10957. Adulteration of butter. U. S. v. Quint County Cooperative Creamery. Plea of guilty. Fine, \$100 and costs. (F. D. C. No. 19529. Sample No. 26160-H.)

INFORMATION FILED: April 18, 1946, Western District of Oklahoma, against the Quint County Cooperative Creamery, a corporation, Mangum, Okla.

ALLEGED SHIPMENT: On or about July 21, 1945, from the State of Oklahoma into the State of Texas.

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 rodent hairs, insect and plant fragments, feather barbules, and nondescript dirt; and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: April 23, 1946. A plea of guilty having been entered on behalf of the defendant, a fine of \$100 and costs was imposed.

10958. Adulteration of butter. U. S. v. 660 Cases * * *. (F. D. C. No. 19429. Sample No. 13488-H.)

LIBEL FILED: September 27, 1945, Southern District of Indiana.

ALLEGED SHIPMENT: Between the approximate dates of June 21 and July 21, 1945, by St. Louis Independent Packing Co., St. Louis, Mo.

PRODUCT: 660 cases, each containing 66 pounds, of butter at Terre Haute, Ind. Analysis showed that the product contained mold.

LABEL, IN PART: "Butter * * * Packed by F. M. Stamper Co. Moberly, Mo."

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

DISPOSITION: January 4, 1946. The F. M. Stamper Co., Moberly, Mo., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be converted into refined butter oil, under the supervision of the Food and Drug Administration.

10959. Adulteration of butter. U. S. v. 50 Cartons (3,200 pounds) * * *. (F. D. C. No. 19760. Sample No. 50745-H.)

LIBEL FILED: April 8, 1946, District of Minnesota.

ALLEGED SHIPMENT: On or about March 8, 1946, by Hankinson Cooperative Creamery, from Hankinson, N. Dak.

PRODUCT: 50 64-pound cartons of butter at Minneapolis, Minn.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article was contaminated with filth in the form of rodent hairs, cat hairs, and a whole weevil.

DISPOSITION: November 15, 1946. Hankinson Cooperative Creamery, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond, conditioned that it be disposed of in compliance with the law, under the supervision of the Federal Security Agency. Accordingly, the product was denatured and sold to a rendering plant.

10960. Adulteration and misbranding of butter. U. S. v. 12 Cartons (approximately 600 pounds) * * *. (F. D. C. Nos. 19501, 19759. Sample Nos. 19889-H, 51121-H, 51127-H.)

LABEL FILED: March 20, 1946, District of Minnesota; amended label filed April 13, 1946.

ALLEGED SHIPMENT: On or about March 5, 7, and 27, 1946, by Charles City Creamery Co., from Charles City, Iowa.

PRODUCT: 12 cartons of butter at Minneapolis, Minn. Four cartons of the product were unlabeled but contained approximately 50 pounds, and the other cartons were labeled as containing 50 pounds. Examination of the labeled cartons disclosed that they were short-weight, and that the product in the unlabeled cartons was contaminated with insect fragments, rat or mouse hairs, and manure fragments.

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

Misbranding, Section 403 (e) (1), all lots of the article failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor; Section 403 (e) (2), they failed to bear a label containing an accurate statement of the quantity of the contents; and, Section 403 (i) (1), the labels of two of the lots failed to bear the common or usual name of the article.

DISPOSITION: May 7, 1946. The Northland Milk Co., Minneapolis, Minn., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond, conditioned that the unadulterated portion be brought into compliance with the law, under the supervision of the Federal Security Agency, and that the adulterated portion be disposed of as animal feed or destroyed.

10961. Adulteration of butter. U. S. v. Brewster Creamery. Plea of guilty. Fine, \$150. (F. D. C. No. 19531. Sample Nos. 19709-H, 19811-H.)

INFORMATION FILED: June 27, 1946, District of Minnesota, against Brewster Creamery, a partnership, Brewster, Minn.

ALLEGED SHIPMENT: On or about September 5 and 12, 1945, from the State of Minnesota into the State of New York.

LABEL, IN PART: "Butter Lewis Ebert & Sons, Inc. Distributors New York, N. Y."

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

DISPOSITION: June 27, 1946. A plea of guilty having been entered, the defendant was fined \$150.

10962. Adulteration of butter. U. S. v. Cabot Farmers' Co-Operative Creamery Co., Inc. Plea of guilty. Fine, \$150. (F. D. C. No. 19530. Sample Nos. 11573-H, 11574-H, 12321-H.)

INFORMATION FILED: April 26, 1946, District of Vermont, against Cabot Farmers' Co-Operative Creamery Co., Inc., Cabot, Vt.

ALLEGED SHIPMENT: Between the approximate dates of July 18 and September 4, 1945, from the State of Vermont into the States of Massachusetts and New Hampshire.

LABEL, IN PART: "Rosedale Brand."