

pliance with the law, under the supervision of the Federal Security Agency. The butter was reworked to the legal standard.

### CHEESE

**15619. Adulteration and alleged misbranding of Cheddar cheese. U. S. v. Wilson & Co., Inc., and Robert H. Forbess.** Pleas of not guilty. Tried before a jury. Directed verdict of not guilty with respect to Robert H. Forbess; verdict of guilty with respect to Wilson & Co., Inc. Motion for new trial granted. Plea of nolo contendere subsequently entered. Fine, \$300. (F. D. C. No. 20961. Sample Nos. 13672-H, 24367-H, 24436-H, 24439-H.)

**INFORMATION FILED:** March 15, 1947, Southern District of Mississippi, against Wilson & Co., Inc., trading at Macon, Miss., and Robert H. Forbess, manager.

**ALLEGED SHIPMENT:** On or about May 2 and June 1, 1945, from the State of Mississippi into the States of Louisiana and Tennessee.

**NATURE OF CHARGE:** Adulteration (counts 1 and 3), Section 402 (b) (2), a product containing in its solids less than 50 percent of milk fat had been substituted for Cheddar cheese.

Misbranding (counts 2 and 4), Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Cheddar cheese, which definition and standard provides that Cheddar cheese contain in its solids not less than 50 percent of milk fat.

**DISPOSITION:** The defendants having entered pleas of not guilty, the case was tried to a jury on May 12 and 13, 1948. At the conclusion of the defendants' evidence, counsel for the defendants moved for a directed verdict of acquittal. The motion was granted with respect to Robert H. Forbess, but was denied with respect to Wilson & Co., Inc. The jury retired and returned a verdict finding the firm guilty. The court assessed a fine of \$1,500 on each of counts 1 and 3, and on or about May 27, 1948, dismissed counts 2 and 4. Counsel for Wilson & Co., Inc., having filed a motion for a new trial, the defendants' motion was granted on or about December 21, 1948.

The case was not retried, however; and on April 26, 1949, counsel for the defendant appeared in court and entered a plea of nolo contendere, which plea was accepted by the court, and the defendant was sentenced to pay a fine of \$150 on each of counts 1 and 3.

**15620. Adulteration of Cheddar cheese. U. S. v. Approximately 40,213 Pounds \* \* \*. (F. D. C. No. 27987. Sample No. 56982-K.)**

**LIBEL FILED:** September 22, 1949, District of New Jersey.

**ALLEGED SHIPMENT:** On or about August 3, 1949, by the Hygrade Food Products Corp., from Manchester, Iowa.

**PRODUCT:** Approximately 40,213 pounds of Cheddar cheese at Harrison, N. J.

**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 insects, fragments of cockroaches, flies and other insects, mites, feather fragments, manure, rust, soil, plant material, mold, metal, and wood particles; and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** January 30, 1950. The Hygrade Food Products Corp., 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 used in the manufacture of dog food, under the supervision of the Food and Drug Administration.

**15621. Misbranding of Colby cheese. U. S. v. 17 Longhorns \* \* \*. (F. D. C. No. 28581. Sample No. 12546-K.)**

**LIBEL FILED:** December 20, 1949, Middle District of Pennsylvania.

**ALLEGED SHIPMENT:** On or about November 8, 1949, by the Warsaw Cheese Co., from Warsaw, Ohio.

**PRODUCT:** 17 12-pound longhorns of Colby cheese at Chambersburg, Pa.

**NATURE OF CHARGE:** Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Colby cheese since it contained more than 40 percent of moisture and its solids contained less than 50 percent of milk fat.

**DISPOSITION:** February 1, 1950. Default decree of condemnation. The court ordered that the product be delivered to a charitable institution.

**15622. Adulteration of creamed cottage cheese and butter. U. S. v. Fairmont Foods Co. Plea of nolo contendere. Fine, \$2,000. (F. D. C. No. 26325. Sample Nos. 21761-K, 23821-K.)**

**INFORMATION FILED:** March 2, 1949, Western District of Oklahoma, against the Fairmont Foods Co., a corporation, trading at Lawton, Okla.

**ALLEGED SHIPMENT:** On or about August 14 and 18, 1948, from the State of Oklahoma into the States of Texas and Louisiana.

**LABEL, IN PART:** "Fairmont Creamed Cottage Cheese Manufactured by Fairmont Foods Company" and "Creamery Butter Packed expressly for L. Frank & Co., Inc., New Orleans, La."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the products consisted in part of filthy substances by reason of the presence of (in the cheese) insects, insect fragments, a rodent hair, a cow hair, and plant fragments resembling manure, and (in the butter) insects, insect eggs, insect fragments, rodent hair fragments, and feather barbules; and, Section 402 (a) (4), they had been prepared under insanitary conditions whereby they may have become contaminated with filth.

**DISPOSITION:** January 18, 1950. A plea of nolo contendere having been entered, the defendant was fined \$2,000.

#### CREAM

**15623. Adulteration and misbranding of canned cream. U. S. v. 655 Cases \* \* \*. (F. D. C. No. 27985. Sample No. 63631-K.)**

**LIBEL FILED:** On or about September 26, 1949, Southern District of Florida.

**ALLEGED SHIPMENT:** On or about March 31, 1949, by Dairy Dream Farms, Inc., from Mauston, Wis.

**PRODUCT:** 655 cases, each containing 48 cans, of cream at Tampa, Fla.

**LABEL, IN PART:** (Can) "Dairy Dream Pure Cream Pasteurized Homogenized Light 18% Butterfat Contents 10 fl. oz."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent, butterfat, had been in part omitted.